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State of New Hampshire
Site Evaluation Committee

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Request for Proposals
Docket No. 2015-04
Dispute Resolution Administrator
May 17, 2022

Prospective Bidder:

The New Hampshire Site Evaluation Committee (Committee) is seeking proposals from qualified attorneys and retired judges to provide dispute resolution services.

Pertinent date and information:

1. Electronic proposal must be received by the Committee no later than 4:30 p.m. on **June 14, 2022**. The electronic copy must be in .pdf format.
2. Proposals shall be submitted to:

Administrator
New Hampshire Site Evaluation Committee
21 S. Fruit Street, Suite 10
Concord, NH 03301-2429
admin@sec.nh.gov
3. In addition to the electronic submissions, bidder must submit two (2) paper copies to the address above, which must be either hand-delivered or postmarked no later than **June 14, 2022**.
4. Bidders may submit written inquiries about this Request for Proposals by e-mail to the SEC Administrator at the e-mail address above, no later than **May 31, 2022**. Inquiries and written responses will be posted on the Commission's website at: www.nhsec.nh.gov.
5. Follow-up conferences or interview will be scheduled as needed.

I. Background

On January 31, 2019, the Site Evaluation Committee (SEC) issued an Order and Certificate of Site and Facility (Certificate) to Public Service Company of New Hampshire d/b/a Eversource Energy, authorizing the siting, construction, and operation of a new 115kV transmission line in the towns of Madbury, Durham, Newington, and the City of Portsmouth. The Project is approximately 12.9 miles in

length and is comprised of a combination of above ground, underground, and underwater segments. The Project was placed into service effective June 8, 2020. Information regarding this docket can be viewed on the Committee's website at the following link: <https://www.nhsec.nh.gov/projects/2015-04/2015-04.htm>.

The Certificate requires the SEC Administrator appoint an attorney or retired judge as the Dispute Resolution Administrator (DRA) to independently administer a dispute resolution process for all disputes. Such disputes may relate to physical damages to real or personal property, loss of business or loss of income, and/or diminution in value of real property caused by the construction or operation of the Project that have not been resolved through Eversource's mitigation efforts, Executive Review, or Mediation. The relevant conditions that pertain to mitigation, Executive Review and Mediation are at Pages 14-15 of the Certificate and appended to this RFP as Attachment 1. Currently, two disputes are pending resolution by the DRA, once selected. Additional disputes may be raised until the 2-year anniversary date of the Project in service date, or June 8, 2022, specifically.

The appendices to the Certificate are available on the Committee's website at the following link: https://www.nhsec.nh.gov/projects/2015-04/orders-notices/2015-04_2019-01-31_order_certificate_toc_appendicies.pdf.

II. Scope of Services

The selected DRA will provide the following services:

1. Independently administer the Dispute Resolution Process and Procedures established as a condition of the Certificate (Appendix XII) and appended to this RFP as Attachment 2;
2. Administer the Dispute Resolution Fund established as a condition of the Certificate and provide quarterly reports, including all disbursements, to the SEC Administrator and a designated representative of Eversource;
3. Issue confidential written decisions on applications for dispute resolution; and
4. Submit timely invoices for compensation and expenses to the SEC Administrator for review and approval. Bidder acknowledges that payment for services will not come from the State, but from the Fund established by Eversource pursuant to the Certificate. *See* Attachment 1.

All dispute resolution services will be provided by the selected DRA in association and coordination with the SEC Administrator.

III. Confidentiality

As provided in Paragraph E. 12. of Attachment 2, all information related to the Dispute Resolution Process and the final written decision shall be maintained as confidential.

IV. Components of the Proposal

Proposals shall include the following:

1. Letter of Transmittal: Include your name, contact information, and signature;
2. Firm/Company Information: Information concerning the firm/company history, i.e., how many years in business, partners, officers, or principals, location of branch offices, professional and business association memberships, current or prior engagements involving substantive areas similar to those described in the RFP and the attachments, and the scope of services related to such engagements;
3. Personnel Assigned and Relevant Qualifications: Detailed description of relevant experience with respect to the proposed scope of services, including a list of all personnel that will be assigned to this engagement, including resumes for each individual and the nature of their specific responsibilities. During the course of the engagement, the SEC Administrator must be notified in writing and approve any proposed substitutions or changes in personnel assigned to perform the services;
4. References: A list of up to three references for services performed which is similar in scope or content to that being proposed, preferably within the past five years;
5. Statement of Disclosure: Identify any existing or potential conflicts of interest, including those that arise as a result of relationships or affiliations with Eversource, the towns of Madbury, Durham, Newington; or the City of Portsmouth; or any of the parties to the underlying proceeding;
6. Fee and Expense Proposal: A detailed cost proposal that identifies the hourly rate for personnel and a cost breakdown of any associated expenses;
7. Proposed Retainer Agreement: A proposed retainer agreement subject to review and approval by the Office of the Attorney General; and
8. Insurance Requirements: The successful bidder will be required to provide certificate of insurance demonstrating that they maintain Professional Liability Insurance, and to the extent required by New Hampshire law, workers compensation coverage.

V. Selection Criteria

While cost is an important consideration, it is not the sole determining factor in the selection. The reviewing team will consider the following criteria and assign the following corresponding weight.

1. Specific experience and qualifications that the firm and relevant staff possess in serving as a hearing officer and the absence of any actual or potential conflicts. **30%**
2. Specific experience and qualifications in resolving disputes related to physical damages to real or personal property, loss of business or loss of income, and/or diminution in value of real property caused by construction projects. **30%**
3. Hourly rate and expenses. **30%**
4. Quality of the written proposal. **10%**

VI. Term of Contract

The term of the contract will be from issuance until all disputes are resolved following the 2-year anniversary date of the Project in service date. Two disputes remain pending resolution by the DRA, once selected. No further disputes may be filed after June 8, 2022. Due to the voluntary nature of the conditions in the Certificate that provide for the dispute resolution services that are the subject of this RFP, there is no guarantee of a minimum number of hours, or of any hours at all.

The contract must provide that the SEC Administrator at any time, in his or her sole discretion, may terminate the contract, including any renewals, or postpone or delay all of any part of the contract, including any renewals, upon written notices to the successful bidder.

VII. General Conditions

1. The SEC Administrator reserves the right to cancel or withdraw this RFP, to reject or accept any or all proposals, to reject or accept all or any part of this proposal, to determine what constitutes a conforming proposal, to waive irregularities that it considers not material to the proposal, to award the proposal solely as it deems to be in the best interest of the State, to contract for any portion of the proposals submitted and to contract with more than one Proposer if deemed necessary. Notwithstanding any other provision, this RFP does not commit the Committee to award a contract.
2. This RFP and all information relating to it (including, but not limited to, fees, prices, contract terms, and agreements), are subject to the laws of the State of New Hampshire regarding public information.
3. The SEC Administrator reserves the right to amend or modify this RFP at her discretion prior to the submission deadline. The SEC Administrator, at her sole discretion, may extend the submission deadline, as she seems appropriate. In the event of an amendment or modification of this RFP, such modification will be posted on the Commission's website at: www.nhsec.nh.gov.
4. Proposals must be valid for ninety (90) days following the deadline for submission of Proposals.
5. By submitting a Proposal, a Proposer agrees that in no event shall the Committee be either responsible for or held liable for any costs incurred by the Proposer in the preparation of or in connection with the Proposal.

STATE OF NEW HAMPSHIRE
SITE EVALUATION COMMITTEE

Docket No. 2015-04

Application of Public Service Company of New Hampshire
d/b/a Eversource Energy for Certificate of Site and Facility

ORDER AND CERTIFICATE OF SITE AND FACILITY WITH CONDITIONS

January 31, 2019

WHEREAS, Public Service Company of New Hampshire d/b/a Eversource Energy (Applicant) filed an application for a Certificate of Site and Facility (Application) with the Site Evaluation Committee (Committee) to site, construct, and operate of a new 115kV electric transmission line (Project) in the Towns of Madbury and Durham in Strafford County and the Town of Newington and the City of Portsmouth in Rockingham County;

WHEREAS, the Project will be approximately 12.9 miles in length and will be comprised of a combination of aboveground, underground, and underwater segments: (i) section 1 (approximately .5 miles) - aboveground section of the Project from Madbury Substation to NH Route 4; (ii) section 2 (approximately 0.9 miles) – aboveground section of the Project from Route 4 to the University of New Hampshire (UNH) parking lot A; (iii) section 3 – underground section of the Project from structure 23 to UNH Waterworks Road; (iv) section 4 (approximately 0.7 miles) – aboveground section of the Project from UNH Waterworks to the Durham Substation; (v) section 5 (approximately 5.1 miles) – aboveground section of the Project from the Durham Substation to Little Bay Crossing; (vi) section 6 (approximately 1.1 miles underwater and 0.3 miles of underground) from Little Bay Crossing to Little Bay Road; (vii) segment 7 (approximately 2.9 miles) - aboveground section of the Project from Little Bay Road to Spaulding Turnpike Crossing; (viii) segment 8 (approximately 0.3 miles) – aboveground section of the Project from Spaulding Turnpike Crossing to the Existing E194 transmission line; and (ix) segment 9 (approximately 0.8 miles) – aboveground section of the Project from the E194 transmission line to the Portsmouth Substation;

WHEREAS, the Project will also include upgrading the Madbury and Portsmouth substations, the establishment of marshalling yards and laydown areas, and construction of access roads. A former gravel pit located off of Route 125/Calef Highway in the Town of Lee will be used as a marshalling yard. A laydown area will be located either at Parking Lot A, north of Main Street, or at a gravel parking lot near the intersection of Waterworks Road and South Drive at UNH;

WHEREAS, the Subcommittee held public meetings and hearings regarding the Application, including: Public Information Sessions, pursuant to RSA 162-H:10, I-a on July 14, 2016, and July 21, 2016; Public Hearings pursuant to RSA 162-H:10, I-c on August 31, 2016, and September 1, 2016; a public statement hearing on October 11, 2018; and adjudicative

proceedings to hear evidence on the Application on August 29 and 30, September 17, 18, 20, 21, 24, and October 11, 15, 16, 17, 22, 23, 25, and 26, 2018;

WHEREAS, the Subcommittee has received and considered both oral and written comments from the public concerning the Application;

WHEREAS, the Subcommittee finds that, subject to the conditions herein, the Applicant has adequate financial, technical, and managerial capability to assure construction and operation of the Project in continuing compliance with the terms and conditions of this Certificate;

WHEREAS, the Subcommittee finds that, subject to the conditions herein, that the Project will not unduly interfere with the orderly development of the region, with due consideration having been given to the views of municipal and regional planning commissions and municipal governing bodies;

WHEREAS, the Subcommittee finds that, subject to the conditions herein, the Project will not have an unreasonable adverse effect on aesthetics, historic sites, air and water quality, the natural environment, and public health and safety;

WHEREAS, the Subcommittee finds that, subject to the conditions herein, issuance of a certificate will serve the public interest; and,

WHEREAS, the Subcommittee has issued a Decision and Order Granting a Certificate of Site and Facility (Decision) contemporaneously with this Order and Certificate of Site and Facility with Conditions.

NOW THEREFORE, it is hereby ORDERED that the Application of Public Service Company of New Hampshire d/b/a Eversource Energy, as amended, is approved subject to the conditions set forth herein and this Order shall be deemed to be a Certificate of Site and Facility pursuant to RSA 162-H:4; and it is,

Further Ordered that the Decision and any conditions contained therein, are hereby made a part of this Order; and it is,

Further Ordered that the Applicant may site, construct, and operate the Project as outlined in the Application, as amended, and subject to the terms and conditions of the Decision and this Order and Certificate; and it is,

Further Ordered that all permits and/or certificates recommended by the New Hampshire Department of Environmental Services (NHDES), including the Wetlands Permit, the Alteration of Terrain Permit, and the Shoreland Protection Permits, shall issue and this Certificate is conditioned upon compliance with all conditions of said permits and/or certificates which are appended hereto as Appendix I (Comm. 12c); and it is,

Further Ordered that NHDES is authorized to monitor the construction and operation of the Project to ensure that the terms and conditions of the Wetlands Permit, the Alteration of Terrain

Permit, the Shoreland Protection Permit, and the Certificate are met. NHDES may enforce the terms of its permits, however; any action to enforce the provisions of the Certificate must be brought before the Committee; and it is,

Further Ordered that NHDES is authorized to specify the use of any appropriate technique, methodology, practice or procedure approved by the Subcommittee within the Certificate, as may be necessary, to effectuate conditions of the Certificate, the Wetlands Permit, the Alteration of Terrain Permit, and the Shoreland Protection Permit; and it is,

Further Ordered that pursuant to Condition 8 of the Alteration of Terrain Permit, the Applicant shall complete and comply with the requirements of a Stormwater Pollution Prevention Plan (SWPPP) and the United States Environmental Protection Agency (EPA) National Pollutant Discharge Elimination System (NPDES) Construction General Permit prior to and during construction; and it is,

Further Ordered that the Applicant shall implement measures to avoid and minimize, to the extent possible, any potential water quality impacts, including implementing sedimentation and erosion controls, and the Applicant shall implement all applicable Best Management Practices (BMPs) prior to and during construction of the Project; and it is,

Further Ordered that the Applicant shall restore any disturbed soils (wetland and upland) to a stabilized condition to prevent permanent erosion impacts; and it is,

Further Ordered that the Applicant shall obtain NHDES approval of a Revised Soil and Groundwater Management Plan for the Town of Newington, to manage groundwater during construction within the vicinity of the former Pease Air Force Base that is potentially impacted by perfluorinated compounds (PFCs) and/or other contaminants, a draft of which was provided to the Committee on July 27, 2018. The Applicant shall comply with all conditions of the Final Soil and Groundwater Management Plan for the Town of Newington; and it is,

Further Ordered that the Applicant shall use the State's Aquatic Resource Mitigation (ARM) Calculator to determine the final amount of mitigation funds necessary to comply with the in-lieu fee program and shall make the required payment to the ARM Fund prior to the commencement of construction; and it is,

Further Ordered that the Applicant shall file with the Administrator, for posting on the Committee's website, any plans and reports filed with NHDES; and it is,

Further Ordered that the Applicant shall post on its own website any plans and reports filed or that will be filed with NHDES; and it is,

Further Ordered that this Certificate is conditioned upon compliance with the Section 404 General Permit (the New Hampshire Programmatic General Permit) and the 401 Water Quality Certification; and it is,

Further Ordered that NHDES is authorized to monitor the construction and operation of the Project to ensure that terms and conditions of the Section 404 General Permit (the New

Hampshire Programmatic General Permit) and the 401 Water Quality Certification are met, however; any actions to enforce the provisions of the Certificate must be brought before the Committee; and it is,

Further Ordered that NHDES is authorized to specify the use of any appropriate technique, methodology, practice or procedure approved by the Subcommittee within the Certificate, as may be necessary, to effectuate conditions of the Section 404 General Permit (the New Hampshire Programmatic General Permit) and the 401 Water Quality Certification (WQC # 2012-404P-002); and it is,

Further Ordered that at least ninety (90) days prior to the jet plow trial run, the Applicant shall submit a Jet Plow Trial Plan (JPTP) to NHDES for approval; and it is,

Further Ordered that the JPTP shall describe in detail how and when the trial run and monitoring will be conducted and the results reported; and it is,

Further Ordered that the Applicant shall conduct one jet plow trial run in accordance with the JPTP as approved by NHDES; and it is,

Further Ordered that at least 14-days prior to the scheduled start of the submarine cable installation in Little Bay, the Applicant shall submit a jet plow trial run summary report to NHDES and the Administrator to be posted on the Committee's website; and it is,

Further Ordered that the jet plow trial run summary report shall address the following: (i) how well the model predicts the sediment plume; (ii) how well the water quality monitoring plan works (including communication between the monitors and jet plow operators) and what if, any, modifications to the plan are necessary; (iii) water quality monitoring results within the mixing zone and at the boundary; (iv) how measures taken to reduce sediment suspension due to jet plowing (including, but not limited to jet plow speed and pressure reductions) impact water quality; (v) if results suggest that cable installation by jet plowing is likely to meet NH surface water quality standards; and (vi) if any additional sediment suspension reduction measures are needed to help ensure surface water quality standards will be met; and it is,

Further Ordered that NHDES is authorized to permit installation of the Project by jet plow under Little Bay; and it is,

Further Ordered that installation of the submarine cable in Little Bay shall not proceed until authorized by NHDES; and it is,

Further Ordered that DHR is authorized to specify to specify the use of any appropriate technique, methodology, practice, or procedure associated with architectural, historical, or other cultural resources affected by the Project, however; any action to enforce the provisions of the Certificate must be brought before the Committee; and it is

Further Ordered that this Certificate is conditioned upon compliance with conditions of the Memorandum of Understanding executed by the New Hampshire Department of Natural and

Cultural Resources, Division of Historic Resources (DHR) and the Applicant, which is appended hereto as Appendix II (App. 200); and it is,

Further Ordered that this Certificate is conditioned upon compliance with conditions in the Memorandum of Agreement executed by the DHR, the United States Army Corps of Engineers, and the Applicant, which is appended hereto as Appendix II (App. 200); and it is,

Further Ordered that the Memorandum of Understanding executed by DHR and the Applicant and the Memorandum of Agreement executed by DHR, the United States Army Corps of Engineers, and the Applicant shall remain in effect for purposes of this Decision and Order regardless of whether they are terminated by the parties; and it is,

Further Ordered that if the Applicant changes plans for the Project and such changes may lead to newly-discovered effects on historic properties, the Applicant shall consult with DHR/State Historic Preservation Office (SHPO) to resolve any adverse effects to such properties; and it is,

Further Ordered that if any unanticipated archaeological resources, historic properties, or other cultural resources are discovered as a result of Project planning or construction, the Applicant shall consult with DHR/SHPO to determine the need for appropriate evaluative studies, determinations of National Register eligibility, and/or mitigation measures, if needed, to resolve adverse effects; and it is,

Further Ordered that DHR is authorized to specify the use of any appropriate technique, methodology, practice, or procedure associated with architectural, historical or other cultural resources affected by the Project, however; any action to enforce the provisions of the Certificate must be brought before the Committee; and it is,

Further Ordered that the Applicant shall continue consultations with DHR and the U.S. Army Corps of Engineers; and it is,

Further Ordered that all permits, licenses, and approvals in accordance with existing New Hampshire Department of Transportation (DOT) policies, rules, and recommendations made by DOT shall issue and this Certificate is conditioned upon compliance with all conditions of said permits, licenses, and approvals in accordance with existing DOT policies, rules and recommendations; and it is,

Further Ordered that DOT is authorized to monitor the construction and operation of the Project to ensure that the terms and conditions of the Certificate, permits, licenses, and/or approvals that will be issued by DOT are met, however; any actions to enforce the provisions of the Certificate must be brought before the Committee; and it is,

Further Ordered that the DOT is authorized to specify the use of any appropriate technique, methodology, practice or procedure approved by the Subcommittee within the Certificate, as may be necessary, to effectuate conditions of the Certificate and any permits, licenses, or approvals issued by DOT; and it is,

Further Ordered that all licenses recommended by the New Hampshire Public Utilities Commission (PUC) shall issue and this Certificate is conditioned upon compliance with all conditions of said licenses which are appended hereto as Appendix III (App. 154, 158); and it is,

Further Ordered that the PUC is authorized to monitor the construction and operation of the Project to ensure that the terms and conditions of the licenses issued by the PUC and the Certificate are met, however; any actions to enforce the provisions of the Certificate must be brought before the Committee; and it is,

Further Ordered that the PUC is authorized to specify the use of any appropriate technique, methodology, practice or procedure approved in the Orders *Nisi* issued by the PUC or in the Certificate, as may be necessary, to effectuate conditions of the Certificate and licenses issued by the PUC; and it is,

Further Ordered that prior to any construction activity, the Applicant shall file with the New Hampshire Site Evaluation Committee ("SEC") and all relevant state agencies a copy of all BMPs to be utilized for the Project for all construction activity, to the extent they have not already been provided to the Committee, including, without limitation BMPs for entering and exiting the ROW or any construction site; sweeping paved roads at access points; BMPs relating to the Storm Water Pollution Prevention Plan; BMPs for specific locations such as steep slopes near water bodies; BMPs for submarine and shoreland cable installation; and BMPs for work near archaeological and historic sites; and it is,

Further Ordered that during construction, the Applicant shall adhere to the BMPs consistent with all state and federal permit requirements; and it is,

Further Ordered that this Certificate is not transferable to any other person or entity without the prior written approval of the Committee; and it is,

Further Ordered that the Applicant shall immediately notify the Committee of any change in ownership or ownership structure of the Applicant or its affiliated entities and shall seek approval of the Committee of such change; and it is,

Further Ordered that the Applicant shall immediately notify the Committee in the event that the Applicant or any of its parent companies file a bankruptcy or insolvency petition in any jurisdiction, foreign or domestic, or be forced into involuntary bankruptcy or any other proceeding pertaining to debt restructuring or the liquidation of assets; and it is,

Further Ordered that within 45 days of an ISO-NE filing, the Applicant shall notify the Committee if the Applicant's forecasted actual expenditures for the entire Project, between Madbury and Portsmouth, as filed by the Applicant with its ISO-NE Regional System Planning forecast updates, exceed the projected costs for the entire Project by an amount equal to or greater than 25 percent; and it is,

Further Ordered that within 30 days of the date of commercial operation, the Applicant shall submit to the Committee its forecasted and actual expenditures for the entire Project; and it is,

Further Ordered that the Applicant shall develop vegetation planting plans for the 13 locations identified by Counsel for the Public's expert Michael Lawrence, to mitigate potential visual effects from the Project. These locations are: Fox Point Road Crossing, Durham Point Road Crossing, Sandy Brook Drive (east), Sandy Brook Drive (west), Ffrost Drive Crossing, Cutts Road Crossing, NH Route 108 Crossing, Mill Road Crossing, UNH-Gregg Hall Vicinity, UNH-Main Street Overpass, UNH-Gable Apartment Complex, UNH-Gables North parking, NH Route 4 Crossing. The Subcommittee also identified four (4) locations where the effect of the Project on aesthetics should be mitigated. Those locations are: Newington side of Little Bay, Durham side of Little Bay, Frink Farm, and Nimble Hill Road at the locations depicted at the photosimulations prepared by the Applicant's expert. The Applicant shall work in good faith with the underlying landowners at each of these 17 locations to reach agreement on the vegetation planting plans that do not interfere with the safe operation and maintenance of the new line. The Applicant shall provide the planting plans to Michael Lawrence for review and comment prior to finalizing the planting plans at each location. The Applicant and the property owners shall give due consideration to Mr. Lawrence's comments. To the extent vegetation planting plans are needed or developed for historic resources, the Applicant shall submit such plans to the SHPO for review and comments. The underlying property owners shall have final approval authority for any plantings proposed on their property; and it is,

Further Ordered that the Applicant shall work with all landowners along the Project route that will be affected by tree trimming, tree clearing, or from the construction of taller structures in the right-of-way to develop vegetation planting plans that do not interfere with the safe operation and maintenance of the new transmission line. The Applicant shall work in good faith with all affected landowners to reach agreement on vegetation planting plans. In the event a dispute arises as to the Applicant's compliance with this Condition, the Applicant and/or the landowner may submit a claim for resolution as part of the Mitigation and Dispute Resolution Process; and it is,

Further Ordered that, in recognition of the Project's adverse effects on the Alfred Pickering Farm, the Applicant shall pay to the Town of Newington twenty-thousand dollars (\$20,000.00) to be used by the Town to mitigate the Project's impacts to historic sites in Newington; and it is,

Further Ordered that the Town of Newington, through its Board of Selectpersons, shall consult with DHR when selecting project(s) for these funds and shall spend the twenty-thousand dollars (\$20,000.00) provided by the Applicant within five (5) years of receipt; and it is,

Further Ordered that the Town of Newington shall notify the Administrator of the date and subject of all expenditures made from the funds provided by the Applicant; and it is,

Further ordered that prior to construction of the Project, the Applicant shall develop a protocol, subject to review and approval by DHR, identifying measures that will be implemented to preserve historic stone features located within the Project site during construction, operation, and maintenance of the Project. Said protocol shall remain in effect until the decommissioning of the Project; and it is,

Further ordered that, the Applicant shall use independent environmental monitors to oversee the construction of the Project and to work with contractors to implement appropriate BMPs to avoid or minimize environmental impact; and it is,

Further ordered that once construction begins, the Applicant shall weekly file with the NHDES, with a copy to the SEC, a copy of all Weekly Compliance Monitoring Reports by all construction and environmental monitors. The Committee shall post said reports on its website and the Applicant shall also post said reports on its website. The Committee, or any state agency to which the Committee delegates authority, shall have continuing jurisdiction to address any violations of these conditions, all BMPs or all Time of Year (TOY) restrictions for the Project. Following remediation of any such violation, the Applicant shall file with NHDES, with a copy to the Committee, a report of the remediation, and the Committee shall post said reports on its website; and it is,

Further Ordered that the Applicant shall comply with vegetation management BMPs and TOY restrictions established by the New Hampshire Natural Heritage Bureau, and as described in Best Management Practices and Construction Plan for Protected Wildlife and Plants, dated September 15, 2017, which is appended hereto as Appendix IV (App. 124); and it is,

Further Ordered that the Applicant shall comply with BMPs and TOY restrictions approved by the New Hampshire Fish and Game Department (NHFG) to avoid and minimize potential impacts to rare, threatened, and endangered wildlife species and rare plants, as described in Best Management Practices and Construction Plan for Protected Wildlife and Plants, dated September 15, 2017; and it is,

Further ordered that the Applicant shall also use independent environmental monitors approved by NHDES to oversee work in Little Bay; and it is,

Further Ordered that this Certificate is conditioned upon compliance with the letter from New Hampshire Fish and Game Department dated October 16, 2018, which is appended hereto as Appendix V (App. 203); and it is,

Further Ordered that the Applicant shall coordinate with the New Hampshire Fish and Game Department prior to and during construction of the Project to minimize the potential impact to sensitive species and habitats; and it is,

Further Ordered that the Applicant shall conduct: (i) ground surveys in the right-of-way to determine the presence of raptors that nest within the tree canopy; and (ii) pre-construction aerial surveys for active raptor and bald eagle nests, which may not be visible from within the right of way corridor; and it is,

Further Ordered that if the Applicant decides not to use a multi-beam system to obtain bathymetric data, it shall advise NHDES of the system it intends to use and shall obtain permission from NHDES; and it is,

Further Ordered that NHDES is authorized to determine the scanning system that shall be used for obtaining bathymetric data and authorize use of the approved system; and it is,

Further Ordered that if the Applicant intends to rely on previously completed surveys to satisfy Condition 34 of the Wetlands Permit, the Applicant shall consult with NHDES to determine whether such surveys are sufficient and whether additional pre-construction surveys should be conducted; and it is,

Further Ordered that NHDES is authorized to determine whether updated surveys for rare, threatened, and endangered species shall be completed prior to construction of the Project; and it is,

Further Ordered that the Applicant, in consultation with the PUC Safety Division, shall measure actual electromagnetic fields associated with operation of the Project both before and after construction of the Project during projected peak-load, and shall file with the Administrator the results of the measurements; and it is,

Further Ordered that if the results of the electro-magnetic field measurements exceed the guidelines of the International Committee on Electromagnetic Safety (ICES) or the International Commission on Non-Ionizing Radiation Protection (ICNIRP), the Applicant shall file with the Administrator a mitigation plan designed to reduce the levels so that they are lower than the ICES or ICNIRP guidelines; and it is,

Further Ordered that the Applicant shall measure the level of the electro-magnetic field at Mr. Fitch's property before and after construction of the Project; and it is,

Further Ordered that if the Project causes radio or television interference, the Applicant shall locate the source of that interference and remedy it in a timely manner; and it is,

Further Ordered that in the event that the Project ceases to be used and useful, the Applicant shall be obligated to decommission the Project in accordance with then applicable rules of the Committee or a successor regulatory body; and it is,

Further Ordered that the Applicant shall: (i) submit a report to the Committee every 10-years indicating any change in the need for the Project to ensure the continued reliability of the regional bulk transmission system; (ii) promptly notify the Committee of any retirement obligation that arises; and (iii) submit to the Committee a decommissioning plan, that shall address decommissioning of the Project, including concrete mattresses, in accordance with then-applicable rules, upon any imposition of a decommissioning obligation, or prior to the retirement of any part of the Project; and it is,

Further Ordered that prior to placing cables in Little Bay, the Applicant shall coordinate with the New Hampshire Division of Ports and Harbors and/or the NH Department of Safety Marine Patrol, to determine if the placement of the cables creates a navigational hazard which will require navigational marker(s). If navigational markers are required, then the Applicant shall

comply with any request to install such markers that the New Hampshire Division of Ports and Harbors or the NH Department of Safety Marine Patrol require; and it is,

Further Ordered that the Applicant shall re-submit FAA Form 7460-1, Notice of Proposed Construction or Alteration, to the Federal Aviation Administration at least 45-days before commencing construction to address any changes that have been made to the original design; and it is,

Further Ordered that this Certificate is conditioned upon compliance with the Memorandum of Understanding executed by the Applicant and the Town of Durham dated October 26, 2018, which is appended hereto as Appendix VI (App. 270); and it is,

Further Ordered that this Certificate is conditioned upon compliance with the Memorandum of Understanding executed by the Applicant and the Town of Newington dated February 5, 2018, which is appended hereto as Appendix VII (App. 168); and it is,

Further Ordered that this Certificate is conditioned upon compliance with the “Addendum to Memorandum Understanding Executed on February 5, 2018,” which is appended hereto as Appendix VIII (NEW 2-2); and it is,

Further Ordered that this Certificate is conditioned upon compliance with the Memorandum of Understanding executed by the Applicant and UNH dated October 25, 2018, which is appended hereto as Appendix IX (App. 267); and it is,

Further Ordered that the Applicant shall obtain permits from agencies with permitting and other regulatory authority for establishing marshalling yards and laydown areas that were not identified in the Application, as amended. All permits obtained shall be filed with the Administrator and posted on the Committee’s website. This condition supersedes the following terms of Section IV, C, 1 of the Memorandum of Understanding between the Applicant and the Town of Newington: “The use of such properties, if not previously disclosed and expressly permitted by the terms of the Certificate, shall be submitted for the approval of the SEC Administrator, with contemporaneous notice to the Town. The SEC Administrator may consider input by the Town and the public;” and it is,

Further Ordered that the Applicant shall construct the Project in accordance with good utility practice, in such a manner to best accommodate the public, and to avoid interference with existing utility facilities, as required by the New Hampshire Public Utilities Commission, Puc 306.01(a); and it is,

Further Ordered that the Project shall be constructed in accordance with all Eversource Policies, the National Electric Safety Code (NESC) requirements for transmission lines, and national and regional reliability standards; and it is,

Further Ordered that the Applicant shall implement safety measures, including traffic officers and flaggers, to mitigate any temporary traffic impacts due to construction of the Project; and it is,

Further Ordered that the Applicant shall construct the Project in accordance with the DOT Utility Accommodation Manual (UAM); and it is,

Further Ordered that the Applicant shall implement traffic controls to ensure that materials are delivered safely to the site, and such traffic controls shall be conducted in accordance with DOT policies including the 2009 edition of the Manual on Uniform Traffic Control Devices (MUTCD); and it is,

Further Ordered that to the extent the Applicant requires the use of local roads for deliveries of heavy equipment and/or materials that exceed the weight limits of locally maintained roads, the Applicant shall comply with specific terms and conditions of any Memorandum of Understanding with the host municipality. To the extent the applicable Memorandum of Understanding does not cover oversize and overweight equipment and deliveries, the Applicant shall work with the local Town or City to reach an agreement on the use of local roads. If an agreement cannot be reached, the Applicant and the Town or City shall resolve any such issues with the Administrator; and it is,

Further Ordered that to the extent not already addressed by a Memorandum of Understanding, the Applicant shall coordinate with the municipal engineer, road agent or other authorized municipal officer for any municipality through which the Project will traverse in order for the Applicant to comply to the extent possible with existing municipal construction rules and regulations. Such coordination shall include providing any information necessary for the municipality to assess compliance, but shall not require the Applicant to apply for or obtain local permits. If it is not practicable for the Applicant to comply with such municipal rules, the Applicant shall work with the municipal officials to reach an agreement. In the event a dispute arises as to the Applicant's compliance with any rule or regulation that the Applicant is unable to resolve directly with the municipal officials, the Applicant and/or the municipality may refer the matter in writing to the Administrator for resolution; and it is,

Further Ordered that to the extent not already addressed by a Memorandum of Understanding, the Applicant shall coordinate with all host municipalities to restore all municipal roads that are damaged by construction of the Project to the same or better condition, subject to the review of the municipal engineer, road agent or other authorized municipal officer. In the event a dispute arises as to the Applicant's compliance with this condition, the municipality may refer the matter in writing to the Administrator for resolution; and it is,

Further Ordered that the Administrator of the Committee is authorized to retain consultants to assist her with conducting the duties assigned to her by: (i) the Memorandum of Understanding between the Applicant and the Town of Durham; (ii) the Applicant and the Town of Newington; (iii) the Applicant and UNH; and (iv) conditions of the Certificate. The Administrator, at her discretion, is authorized to retain any consultants that may assist her with satisfying the duties assigned to her under the Memorandums of Understanding. The Applicant shall bear the costs associated with retention of consultants by the Administrator; and it is,

Further Ordered that the Applicant shall be responsible for all costs associated with retention of the consultants by the Administrator; and it is,

Further Ordered that the Applicant shall utilize a detail and/or flagger, meet with the manager of the Crossings at Fox Run, cease work on weekends and accelerate work to reduce the duration of impacts on the Crossings at Fox Run; and it is

Further Ordered that the Applicant shall reduce, to the extent practicable, the number of oversized loads such as drilling rigs and cranes on New Hampshire roads during the heaviest morning and afternoon commuting times; and it is,

Further Ordered that when the overhead right-of-way is being accessed by construction vehicles from municipal roads, a police detail or flagger with MUTCD compliant signing should be stationed at the active access points; and it is,

Further Ordered that the Applicant shall cease construction activities on the UNH campus during graduation weekend, ensure MUTCD compliant pedestrian detour signage as applicable, and continue coordination with UNH for other activities on the UNH campus; and it is,

Further Ordered that if a roadway work area must remain while crews and traffic control are not present in an area, steel plating should be placed in town roads, private roads, and parking lots, to allow for the safe passage of vehicular, bicycle, and pedestrian traffic over all travelway lanes; and it is,

Further Ordered that construction adjacent to the property of Jeffrey and Vivian Miller (297 Durham Point Road, Durham) will be conducted only from 7:00 a.m. to 6:00 p.m. Monday through Friday and between 9:00 a.m. and 6:00 p.m. on Saturday. If weekend work is required, the Millers will be provided with advance notice. The Applicant shall document the pre-existing condition of their driveway and to repair it to the same or better condition following construction; and it is,

Further Ordered that the Applicant continue its outreach with businesses and ensure there is consistent communication with businesses during construction; and it is,

Further Ordered that the Applicant shall provide each host town and the Administrator with copies of the Applicant's proposed construction plans, blasting plans, schedule and other public information (Ref. RSA 91-A:5) to be made available to the public; and it is,

Further Ordered that the Applicant shall require construction contractors and field personnel to be trained in Safety/Occupational Safety and Health Administration (OSHA), basic first aid/cardio-pulmonary resuscitation (CPR), environmental compliance and other relevant topics. In addition, the Applicant shall provide Project specific training; and it is,

Further Ordered that in the event of significant unanticipated changes or events during construction that may impact the public, the environment, compliance with the terms and conditions of the Certificate, public transportation or public safety, the Applicant shall notify the

Board of Selectmen or Town Council of all affected host towns or their respective designee, appropriate first responders, and the Administrator in writing as soon as possible, but no later than seven (7) days after the occurrence; and it is,

Further Ordered that in the event of emergency conditions which may impact public safety, the Applicant shall notify the host towns' appropriate officials, appropriate first responders, appropriate state agencies with the jurisdiction over the issue involved, and the Administrator of the Committee immediately; and it is,

Further Ordered that this Certificate is conditioned upon compliance with the Option Agreement dated July 26, 2016, which is appended hereto as Appendix X (App. 251); and it is,

Further Ordered that this Certificate is conditioned upon compliance with the Memorandum of Understanding executed by the Applicant and the Rockingham County Conservation District dated January 24, 2018, which is appended hereto as Appendix XI (App. 219); and it is,

Further Ordered that the construction plans, schedule and other information provided to each host town and Administrator shall be updated at least monthly, or sooner if necessary, to reflect changes in the Project schedule or other changes during construction; and it is,

Further Ordered that the Applicant shall promptly notify the Administrator of any proposed or actual material change in the location, configuration, design, specifications, construction, operation, or equipment component of the Project and shall request approval of the Committee of such change; and it is,

Further Ordered that the Applicant shall construct the Project within five-years of the date of the Certificate and shall file as-built drawings of the Project with the Committee no later than the date of commercial operation of the Project; and it is,

Further Ordered that that the Administrator is authorized to review as-built drawings of the Project and confirm their conformity with the proposed Project; and it is,

Further Ordered that that the Administrator is authorized to retain experts to assist her with the review of as-built drawings; and it is,

Further Ordered that the Applicant shall be responsible for paying all costs associated with the review of as-built drawings by the Administrator; and it is,

Further Ordered that the Applicant shall advise the Administrator of the date of commencement of construction of the Project at least two-weeks prior to the start of construction; and it is,

Further Ordered that the Applicant shall notify the Administrator of the date of commencement of commercial operation of the Project at least two-weeks prior to the commencement of commercial operation; and it is,

Further Ordered that the Applicant shall publicize, on its website and through its Project outreach communications, a summary of the process for resolving disputes and the contact information for business and property owners concerned about the potential or actual impacts of construction or operation of the Project on their business or property to communicate their concerns. Within 10 calendar days of contact by such business or property owner, the Applicant shall initiate direct discussions with said business or property owners to identify and implement appropriate strategies to avoid, mitigate, or compensate for potential or actual Project impacts on a case by case basis; and it is,

Further Ordered that if a business or property owner remains unsatisfied with the proposed avoidance, mitigation or compensation measures and/or measures that were implemented by the Applicant in response to the contact initiated by a business or property owner, such party may request an executive review, including an investigation and determination through the Eversource customer resolution process, independent of the Project team (Executive Review). Such Executive Review shall be initiated within 10 calendar days of a request and shall be completed no later than 30 calendar days thereafter; and it is,

Further Ordered that if a business or property owner remains unsatisfied with the proposed avoidance, mitigation or compensation measures and/or measures that were implemented or proposed by the Applicant as a result of an Executive Review, a business or property owner may elect to participate in non-binding mediation (Mediation) with the Applicant. The Applicant shall participate in such mediation. An independent mediator shall be selected from among the list of NH Superior Court Neutrals; and it is,

Further Ordered that if a business or property owner's concerns remain unresolved following Mediation and a business owner or property owner suffers damage to property, loss of business or loss of income, and/or diminution in value of real property, as a result of construction or operation of the Project, a business or property owner may elect to have the dispute resolved through the Dispute Resolution Process described below. The Dispute Resolution Process is not mandatory, but if a party elects to utilize the Dispute Resolution Process, that party waives the right to file suit on the disputed issues in court and request trial by jury, and the Dispute Resolution Process becomes the exclusive forum for deciding all disputed issues; and it is,

Further Ordered that the Committee shall appoint an attorney or retired judge (the Dispute Resolution Administrator) who shall independently administer a dispute resolution process for all disputes relating to damage to property, loss of business or loss of income, and/or diminution in value of real property, caused by the construction or operation of the Project (the Dispute Resolution Process) that have not been resolved through Applicant's mitigation efforts, Executive Review or Mediation. Counsel for the Public and the Applicant shall jointly or separately file with the Administrator proposed procedures for filing and deciding said disputes, including criteria for eligibility, a procedure for filing claims, required proof of the damage, loss, or diminution, the presentation and consideration of claims, the basis for recovery and the manner of deciding claims. The Applicant shall establish a fund for the payment of claims (Dispute Resolution Fund) which fund shall be solely administered by the Dispute Resolution Administrator, who shall provide to the Administrator a quarterly report of the Dispute Resolution Fund, including all disbursements with a copy to the Applicant. The Dispute

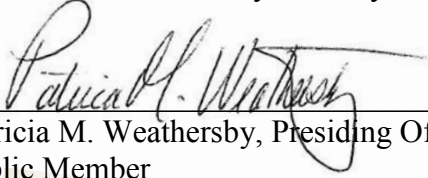
Resolution Administrator shall be paid an hourly rate to be determined by the Administrator, and said compensation and all expenses of the Dispute Resolution Administrator shall be paid from the Dispute Resolution Fund, subject to approval by the Administrator. Upon issuance of a certificate, the Applicant shall deposit One Hundred Thousand (\$100,000) Dollars to establish the Dispute Resolution Fund and shall thereafter deposit any additional funds necessary to pay all awards made by the Dispute Resolution Administrator and to pay the Dispute Resolution Administrator's compensation and expenses. The Dispute Resolution Administrator shall accept written requests for dispute resolution until the two-year anniversary date of the date when the transmission line is placed in service. The Dispute Resolution Administrator shall process and provide to the requesting party, the Applicant and the Administrator a confidential written decision (Decision) on all written requests for dispute resolution filed with the Dispute Resolution Administrator prior to said deadline. The Decision and any reconsideration thereof shall be final, non-appealable and non-precedential. All funds remaining in the Dispute Resolution Fund after the payment of all awards and the payment of the Dispute Resolution Administrator's compensation and expenses shall be returned to Applicant; and it is,

Further Ordered that this Certificate is conditioned upon compliance with the "Applicant's and Counsel for the Public's Joint Proposed Dispute Resolution Process Procedures," which is appended hereto as Appendix XII (App. 268); and it is,

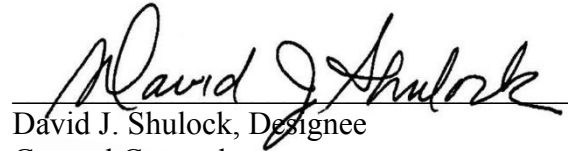
Further Ordered that either party participating in the Dispute Resolution Procedure may request that the Dispute Resolution Administrator conduct a site visit and the Dispute Resolution Administrator, at his/her own discretion, based on the arguments presented, may decide whether to conduct the site visit; and it is,

Further Ordered that all Conditions contained in this Certificate and in the Decision shall remain in full force and effect unless otherwise ordered by the Committee.

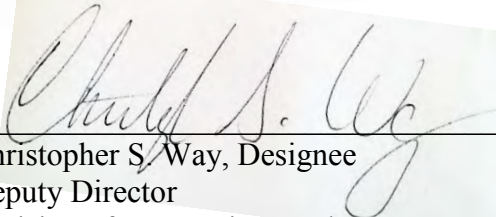
SO ORDERED this thirty-first day of January, 2019.



Patricia M. Weathersby, Presiding Officer
Public Member



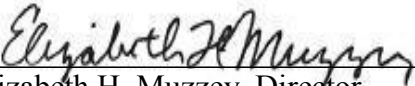
David J. Shulock, Designee
General Counsel
Public Utilities Commission



Christopher S. Way, Designee
Deputy Director
Division of Economic Development
Department of Business and Economic
Affairs



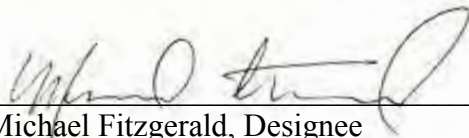
Charles Schmidt, Designee
Administrator
Bureau of Right of Way
Department of Transportation



Elizabeth H. Muzzey, Director
Division of Historical Resources
Department of Natural and Cultural
Resources



Susan V. Duprey
Public Member



Michael Fitzgerald, Designee
Assistant Director
Air Resources Division
Department of Environmental Services

**APPENDIX I
DEPARTMENT OF ENVIRONMENTAL SERVICES PERMITS**

APPENDIX II

**MEMORANDUM OF UNDERSTANDING
(New Hampshire Department Cultural Resources,
Division of Historic Resources - Applicant)**

**MEMORANDUM OF AGREEMENT
(New Hampshire Department Cultural Resources,
Division of Historic Resources - United States Army Corps of Engineers - Applicant)**

**APPENDIX III
PUBLIC UTILITIES COMMISSION'S ORDERS *NIS/*
(No. 25,998 and No. 26,145)**

**APPENDIX IV
BEST MANAGEMENT PRACTICES AND CONSTRUCTION PLAN FOR
PROTECTED WILDLIFE AND PLANTS
(September 15, 2017)**

**APPENDIX V
CORRESPONDENCE FROM THE NEW HAMPSHIRE
FISH AND GAME DEPARTMENT
(October 16, 2018)**

**APPENDIX VI
MEMORANDUM OF UNDERSTANDING
(Town of Durham – Applicant)**

**APPENDIX VII
MEMORANDUM OF UNDERSTANDING
(Town of Newington – Applicant)**

APPENDIX VIII
ADDENDUM TO MEMORANDUM OF UNDERSTANDING
(Town of Durham – Applicant)

APPENDIX IX
MEMORANDUM OF UNDERSTANDING
(University of New Hampshire – Applicant)

APPENDIX X
OPTION AGREEMENT
(July 26, 2016)

APPENDIX XI
MEMORANDUM OF UNDERSTANDING
(Rockingham County Conservations District – Applicant)

APPENDIX XII
JOINT PROPOSED DISPUTE RESOLUTION PROCESS
(Counsel for the Public – Applicant)



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner



October 29, 2018

(Distributed electronically)

Pamela G. Monroe, Administrator
 New Hampshire Site Evaluation Committee
 21 South Fruit Street, Suite 10
 Concord, NH 03301

Re: Application of Public Service Company of New Hampshire (d/b/a Eversource Energy) for
 Seacoast Reliability Project
 NH Site Evaluation Committee (SEC) Docket No. 2015-04
 Revised Final Conditions

Dear Ms. Monroe:

REVISED FINAL DECISION

As requested in your email of October 16, 2018 to Clark Freise, Assistant Commissioner of the New Hampshire Department of Environmental Services (NHDES), we have incorporated the proposed revisions to our February 28, 2018 Final Decision for SEC Docket No. 2015-04 that were presented in our letter of August 31, 2018 to the SEC, into one document called the "October 29, 2018 NHDES Revised Final Decision" (see Attachment A). We have also made edits to a few of the other conditions to correct spelling and grammatical errors and to clarify our intent. To facilitate SEC and stakeholder review, we will also provide the SEC with an annotated version that clearly shows the edits that were made.

JET PLOW TRIAL RUN

In our letter of February 28, 2018 to the SEC, NHDES recommended that the SEC "...consider having the Applicant conduct a trial jet plow run (without cable) across a portion of Little Bay (e.g., approximately 1000 feet as recommended by Durham/UNH in their letter dated October 30, 2017)...". NHDES also recommended that the Applicant be required to submit a Jet Plow Trial Plan for NHDES approval prior to the jet plow trial run and to submit a summary report of the trial run for NHDES and SEC approval well in advance of proposed cable installation in Little Bay.

In the event that the SEC determines that jet plowing should be allowed for submarine cable installation in Little Bay (instead of other alternatives such as horizontal directional drilling), and that a jet plow trial run (without cable) should be conducted prior to installation of the submarine cable, we added condition 60b in the attached document under the revised final decision by the Wetlands Bureau. Condition 60b includes the jet trial run conditions in our letters of February 28, 2018 and August 31, 2018 to the SEC.

www.des.nh.gov

29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095
 (603) 271-3503 • Fax: 271-2867 TDD Access: Relay NH 1-800-735-2964

SHORELAND PROTECTION PROGRAM

In our letter of February 28, 2018 to the SEC, under the Shoreland Protection Program Final Decision, three Shoreland Impact Permits (2016-00968, 2016-00969, and 2016-00970) were included as well as a letter from NHDES to the SEC dated November 30, 2016. The November 30, 2016 letter explained that these permits were inadvertently issued (instead of as conditions for consideration by the SEC) because the permit applications made no apparent reference to the Seacoast Reliability Project before the SEC. The letter further states that the "... project specific and general conditions included in the attached may be considered as draft permit terms and conditions for consideration by the SEC."

For the Shoreland Protection Program's revised final decision in Attachment A, we took the draft terms and conditions from the three draft permits and presented them in a format similar to the final decisions for the other bureaus. The content is the same with the exception of revisions agreed to in our letter of August 31, 2018 to the SEC (i.e., revisions proposed by Eversource in "Appendix A: Requested Text Corrections" of their August 17, 2018 letter to NHDES).

We hope this information will assist the SEC with its deliberations. If you have any questions, please contact me at 271-2951 or email at: Rene.Pelletier@des.nh.gov

Sincerely,

A handwritten signature in dark ink, appearing to read 'Rene Pelletier', with a long horizontal line extending to the right.

Rene Pelletier, PG
Assistant Director
Water Division

cc: Michael J. Iacopino, Counsel SEC
Robert R. Scott, Commissioner, NHDES
Clark Freise, Asst. Commissioner, NHDES

ATTACHMENT A
SEACOAST RELIABILITY PROJECT, NHSEC DOCKET # 2015-04
OCTOBER 29, 2018, NHDES REVISED FINAL DECISION

SEACOAST RELIABILITY PROJECT, NHSEC DOCKET # 2015-04
ALTERATION OF TERRAIN BUREAU
OCTOBER 29, 2018 NHDES REVISED FINAL DECISION

RECOMMEND APPROVAL WITH THE FOLLOWING PERMIT CONDITIONS:

PROJECT SPECIFIC CONDITIONS:

1. Activities shall not cause or contribute to any violations of the surface water quality standards established in Administrative Rule Env-Wq 1700.
2. Revised plans shall be submitted for an amendment approval prior to any changes in construction details or sequences. The NHDES must be notified in writing within ten days of a change in ownership.
3. The NHDES must be notified in writing prior to the start of construction and upon completion of construction. Forms are available at:
<http://des.nh.gov/organization/divisions/water/aot/categories/forms.htm>.
4. All activities shall comply with the information provided with the Alteration of Terrain application submitted as part of the application to the New Hampshire Site Evaluation Committee, dated April 12, 2016, the plan set dated July 25, 2018 (that was submitted on July 27, 2018), and the conditions provided below. Any proposed modifications which may affect surface water quality or quantity, shall receive NHDES approval prior to implementation.
5. All activities shall comply with the following documents regarding Best Management Practices (BMP):
 - *Best Management Practices for Utility Maintenance In and Adjacent to Wetlands and Waterbodies in New Hampshire* . New Hampshire Department of Resources and Economic Development. Interim January 2010
 - *The National Grid Guidance Document (EG-303NE)*
 - *Construction Notes*, dated March 2016, as contained in the Alteration of Terrain Permit Application submitted as part of the application to the Site Evaluation Committee (Appendix 16).
6. No construction activities shall occur on the project after expiration of the approval unless the approval has been extended by the New Hampshire Energy Facility Site Evaluation Committee (SEC).
7. The Applicant shall identify to NHDES all marshaling yards, laydown areas, and off-right-of-way access ways not currently identified for review prior to their construction.
8. The Applicant shall comply with requirements of the EPA NPDES Construction General Permit (CGP) including, but not limited to, preparation and implementation of a Stormwater Pollution Prevention Plan (SWPPP) and inspection, maintenance and reporting of construction activity. A copy of the SWPPP and/or construction inspection and maintenance logs shall be provided to NHDES within seven days (or other timeframe acceptable to NHDES) of receiving a request from NHDES.
9. Concrete and concrete washout water shall be managed in accordance with Section 4.2 of the *National Grid Guidance Document (EG-303NE)*.
10. Removal of vegetation within 50 feet of all surface waters (including wetlands) shall be minimized to the maximum extent practicable to reduce the potential for erosion and deposition of material into the surface waters, to protect rare, threatened and endangered species and habitats and to

minimize the potential for increases in water temperature increases that could be harmful to aquatic life. Limits of clearing will be clearly marked in the field prior to construction to prevent inadvertent excursion of clearing beyond what is necessary.

11. The Applicant shall minimize use of all pesticides to the maximum extent practicable and shall comply with all applicable state, federal and local laws and regulations regarding application of pesticides, including, but not limited to, Pes 1001.01 and 1001.02. If requested by NHDES, the Applicant shall provide NHDES with a list of pesticides applied, the name of the applicator and their NH pesticide license or permit number within 30 days of receiving the request.
12. This permit does not relieve the Applicant from the obligation to obtain other local, state or federal permits that may be required (e.g., from US EPA, US Army Corps of Engineers, etc.). Projects disturbing over 1 acre may require a federal stormwater permit from EPA. Information regarding this permitting process can be obtained at:
<http://des.nh.gov/organization/divisions/water/stormwater/construction.htm>.
13. The smallest practical area shall be disturbed during construction activities.
14. The Applicant shall employ the services of an environmental monitor ("Monitor"). The Monitor shall be a Certified Professional in Erosion and Sediment Control or a Professional Engineer licensed in the State of New Hampshire and shall be employed to inspect the site from the start of alteration of terrain activities until the alteration of terrain activities are completed and the site is considered stable.
15. During this period, the Monitor shall inspect the subject site at least once a week, and if possible, during any ½ inch or greater rain event (i.e. ½ inch of precipitation or more within a 24 hour period). If unable to be present during such a storm, the Monitor shall inspect the site within 24 hours of this event.
16. The inspections shall be for the purposes of determining compliance with the permit. The Monitor shall submit a written report to the NHDES within 24 hours of the inspections. The reports shall describe, at a minimum, whether the project is being constructed in accordance with the approved sequence, shall identify any deviation from the conditions of this permit and the approved plans, and identify any other noted deficiencies.
17. The Monitor shall provide technical assistance and recommendations to the Contractor on the appropriate Best Management Practices for Erosion and Sediment Controls required to meet the requirements of RSA 485-A:17 and all applicable NHDES permit conditions.
18. Within 24 hours of each inspection, the Monitor shall submit a report to NHDES via email (to Ridgely.Mauck@des.nh.gov).
19. Unless otherwise authorized by NHDES, the Applicant shall keep a sufficient quantity of erosion control supplies on the site at all times during construction to facilitate an expeditious (i.e., within 24 hour) response to any construction related erosion issues on the site.

SEACOAST RELIABILITY PROJECT, NHSEC DOCKET # 2015-04
WETLANDS BUREAU
OCTOBER 29, 2018 NHDES REVISED FINAL DECISION

RECOMMEND APPROVAL WITH THE FOLLOWING PERMIT CONDITIONS:

PROJECT DESCRIPTION:

Dredge and fill a total of 607,777 square feet (14.0 acres) of wetlands, surface waters, and upland tidal buffer zone, including 598,307 square feet of temporary impacts for installation of timber access mats and stream crossings in freshwater wetlands (307,154 square feet), excavation within the upland tidal buffer zone (21,166 square feet), and hand trenching and jet plowing to install a submarine cable in the Little Bay estuary (269,987 square feet); 9,470 square feet of total permanent impacts for transmission structure installation in freshwater wetlands (778 square feet) and upland tidal buffer zone (11 square feet), and placement of concrete mattresses over shallow cable installation in Little Bay (5,336 square feet); for construction of a new 12.9 mile 115Kv transmission line within the existing ROW and designated cable crossing, extending from Madbury Substation, through the towns of Durham and Newington, to the substation in Portsmouth.

Compensatory mitigation for permanent and wetland impacts, including mitigation necessary to meet U.S. Army Corps of Engineers requirements, consists of a one-time payment of \$349,834.26 dollars into the Aquatic Resource Mitigation Fund ("ARM") based on the impacts determined to date. The funds may be designated to a project in the Town of Durham for a living shoreline and salt marsh restoration effort at Wagon Hill Farm, and to a project in the Town of Newington for conservation of a 10 acre parcel near Knight's Brook.

PROJECT SPECIFIC CONDITIONS:

GENERAL CONDITIONS

1. All work shall be in accordance with plans dated July 25, 2018, submitted as part of the application to the New Hampshire Site Evaluation Committee on April 14, 2016 and supplemental information received by the NH Department of Environmental Services (NHDES) on April 14, 2016 and July 27, 2018.
2. Not more than thirty (30) days prior to the start of construction, the Applicant shall conduct a training program for construction staff, contractors, sub-contractors, environmental inspectors, the independent environmental monitor, and NHDES staff. The training program shall include, but not limited to, spill prevention and cleanup responses, a review and description of the allowable environmental conditions and methods to be implemented during construction, and contingency plans that will be implemented in the event that environmental conditions are exceeded.
3. At least sixty (60) days prior to the start of construction, final diversion and dewatering plans shall be provided for the crossing of College Brook for NHDES review and approval.

4. Appropriate siltation/erosion/turbidity controls shall be in place prior to construction, shall be maintained during construction, and remain in place until the area is stabilized. Silt fence(s) must be removed once the area is stabilized.
5. Any erosion control matting used shall be wildlife friendly. No welded plastic webbing, netting, or other similar form shall be used in erosion/siltation controls to avoid entrapment of snakes and other wildlife within the project area.
6. Discharge from dewatering of work areas shall be to sediment basins that are: a) located in uplands; b) lined with hay bales or other acceptable sediment trapping liners; c) set back as far as possible from wetlands and surface waters, in all cases with a minimum of 20 feet of undisturbed vegetated buffer.
7. Temporary culverts, water diversion, and access matting shall be removed immediately upon conclusion of pole and wire installation work unless further authorization to remain for a stated purpose is reviewed and approved by NHDES.
8. All dredged and excavated material and construction-related debris shall be placed outside of the areas subject to RSA 482-A. Any spoil material deposited within 250 feet of any surface water shall comply with RSA-483-B.
9. Dredged materials, whether stockpiled or disposed of, shall be dewatered in sedimentation basins lined with siltation and erosion controls, and located outside of wetland areas.
10. Extreme precautions shall be taken within riparian zones and areas located adjacent to tidal waters, surface waters or wetland areas ("transition zones") to prevent unnecessary removal of vegetation during construction. Cleared area within transition zones shall not be stumped or grubbed and ground disturbances shall be limited to those associated with logging equipment. Additionally, low growing native shrubs and other species common within riparian zones shall not be removed and shall remain as thermal barriers to streams.
11. Unless authorized by NHDES, transmission structures to be removed shall be cut at ground level and removed rather than pulled from the ground or foundation, to minimize impacts to surrounding habitat.
12. The proposed temporary stream crossings shall span the natural stream channel and not impede stream flows.
13. Mulch used within any wetland/stream bank restoration areas shall be natural straw or equivalent non-toxic, non-seed-bearing organic material.
14. Within three days of final grading or temporary suspension of work, all exposed soil areas shall be stabilized by seeding and mulching during the growing season, or if not within the growing season, by mulching with tack or netting and pinning on slopes steeper than 3:1.
15. Construction equipment shall have specialized low-ground-pressure tracks that impact less than four (4) pounds per square inch when loaded, or the Applicant shall use timber or plywood mats beneath machines when driving over wetland areas.
16. No excavation shall be done in flowing freshwater. No construction equipment shall be operated in flowing freshwater.
17. Filter fabric shall be installed under temporary wetland fill areas to isolate temporary earthen fill from the natural hydric soils. Filter fabric, silt socks and/or straw wattle material shall be used in conjunction with timber mats in areas where wetlands are crossed.

18. Use of construction equipment shall adhere to the best management practices ("BMP's") described in "Best Management Practices for Fueling and Maintenance of Excavation and Earthmoving Equipment (WDDWGB226)".
19. Construction equipment shall be inspected daily for leaking fuel, oil, and hydraulic fluid prior to entering surface waters or wetlands or operating in an area where such fluids could reach groundwater, surface waters, or wetlands.
20. All refueling of equipment shall occur outside of surface waters or wetlands during construction. Machinery shall be staged and refueled in upland areas only. When equipment cannot practicably be moved away from a wetland or surface water, refueling can be allowed if secondary containment is provided in accordance with the guidance in DES Fact Sheet WD-DWGW 22-6, dated 2010, and all other practices described in that Fact Sheet are complied with. This is particularly critical for refueling that may be done from barges or other waterborne vessels.
21. Faulty equipment shall be repaired immediately prior to entering areas that are subject to RSA 482-A jurisdiction.
22. The Applicant's contractor shall maintain appropriate oil/diesel fuel spill kits on site that are readily accessible at all times during construction, and shall train each operator in the use of the kits.
23. The contractor responsible for completion of the work shall use techniques described in the "New Hampshire Stormwater Manual, Volume 3, Erosion and Sediment Controls during Construction (December 2008)".
24. Erosion control measures shall further adhere to the requirements to NH Department of Resources and Economic Development's "Best Management Practices Manual for Utility Maintenance in and Adjacent to Wetlands and Waterbodies in New Hampshire (Interim January 2010)".
25. Any further impacts to jurisdictional areas for the project beyond those identified in the application materials received September, 2017, will require further permitting in accordance with RSA 482-A.
26. Tree clearing, vegetation removal, and associated access shall additionally adhere to "Best Management Practices for Forestry: Protecting NH's Water Quality (UNH Cooperative Extension, date pending)".
27. Rock blasting shall adhere to "Rock Blasting and Water Quality Measures That Can Be Taken to Protect Water Quality and Mitigate Impacts (NHDES, Kernen, 2010)".
28. This approval does not relieve the Applicant from the obligation to obtain other local, state or federal permits, and/or consult with other agencies as may be required including, but not limited to, US Environmental Protection Agency, US Army Corps of Engineers, NH Department of Transportation, NH Division of Historical Resources, and the NH Department of Natural and Cultural Resources.

MONITORING (OTHER THAN IN LITTLE BAY)

29. At least sixty (60) days prior to the start of construction, the Applicant shall retain an independent environmental monitor to assure compliance with permit conditions during and after construction activities, including one year of post-construction corridor monitoring after one full growing season and preparation of appropriate compliance reports for submittal to NHDES. The monitoring shall include a site inspection, vegetation cover estimates in restored freshwater wetlands, salt marsh, and uplands, including tidal buffer zone and protected shoreland, by species in random plots, photographs, and wildlife observations. Areas with less than 80% cover at the end of the growing

season will require additional seed or other appropriate enhancements. Areas with erosion shall be repaired immediately. Invasive species shall be removed from restoration areas and disposed of in a manner and location to preclude their survival and spread. A monitoring report shall be submitted to NHDES by November 1 of the year following construction impacts.

30. The Applicant shall notify the NHDES Wetlands Bureau in writing of the independent environmental monitor who will be responsible for monitoring the project. The Applicant shall re-notify the NHDES Wetlands Bureau if the identity of the individual changes during the project.
31. All temporary wetland and stream bank impact areas shall have at least 75% successful establishment of wetlands vegetation (or where applicable appropriate stream bank vegetation) after one full growing season, or it shall be replanted and re-established in a manner satisfactory to the NHDES Wetlands Bureau.

WILDLIFE, FISHERIES, BOTANICAL RESOURCES, ESSENTIAL FISH HABITAT

32. At least sixty (60) days prior to the start of construction, the Applicant shall notify and coordinate with NH Natural Heritage Bureau ("NHB") and NH Fish and Game Department ("NHFGD") to the satisfaction of NHB and NHFGD, to establish protocols for encounters with any rare, threatened, or endangered species during the project, and shall submit the agreed protocols to NHDES. Applicant shall then implement the approved protocols as a condition of this approval.
33. NHB and NHFGD shall be notified in writing immediately upon encountering any rare, threatened, or endangered species that are found within the project area during construction.
34. A NH Certified Wetland Scientist or similarly qualified professional shall walk the areas of proposed activity and the wetland impact areas, in particular, prior to construction to survey for any rare, threatened, or endangered species, and prior to ground disturbance each day to check timber mats for basking turtles and snakes. Animals shall be safely relocated if found by the qualified professional. Contractors shall avoid moving or disturbing any of the species.
35. At least sixty (60) days prior to the start of construction, project specific BMP's shall be developed in coordination with NHB and NHFGD and submitted to NHDES for review and approval, and implementation, for the following activities:
 - a. construction mat use in areas identified as sensitive;
 - b. ground-based construction techniques and use of smaller, lighter, or low ground pressure equipment for sensitive areas;
 - c. fenced exclusion zones and wildlife survey areas;
 - d. on-site construction monitoring for protection of resources.
36. At least sixty (60) days prior to the start of construction, the Applicant shall coordinate with NHB, NHFGD, NOAA-National Marine Fisheries Service ("NMFS"), and US Fish and Wildlife Service ("USFWS") to produce a report which examines time of year restrictions for all rare, threatened, endangered, or Essential Fish Habitat ("EFH") species found to be associated with the project, and which provides the best resource protection timing requirements practicable as agreed to by the agencies to the agencies satisfaction, in consideration of the construction temperature, logistics, and desired schedule for this project. This report shall be submitted to NHDES for review and approval. Applicant shall then implement the approved NHDES timing restrictions.

NHDES WASTE MANAGEMENT DIVISION COORDINATION

37. At least sixty (60) days prior to the start of construction of the submarine cable crossing in Little Bay, the Applicant shall coordinate with the NHDES Waste Management Division Spill Response and Complaint Investigation Section ("SRCIS") to identify a specific staff contact representative for both NHDES and the Applicant. The Applicant's representative shall notify the NHDES contact upon each commencement of work and upon completion of work involving cable installation, so that cable installation does not impede NHDES oil spill incident command emergency response capability, and to avoid the interaction of an incident or its response with active cable installation resulting in greater environmental impact than the cable installation on its own would ordinarily produce.
38. At least ninety (90) days prior to conducting dewatering activities in the vicinity of the Pease International Tradeport [i.e., the former Pease Air Force Base (Pease)] and the Daruis Frink Farm property in Newington, the Applicant shall consult with the Pease Development Authority, NHDES Waste Management Division, and US Environmental Protection Agency to determine if groundwater has been contaminated by perfluorinated compounds (e.g., PFOA, PFOS) to levels which would require special treatment. Should special treatment be necessary, the Applicant shall submit a plan to the NHDES Waste Management Division for approval and then implement the approved plan.

LITTLE BAY CABLE CROSSING

39. Time of Year: Work in Little Bay shall comply with the Time of Year restrictions identified in condition 36 above.
40. Independent Environmental Monitor: At least sixty (60) days prior to installing cable in Little Bay, the Applicant shall retain an Independent Environmental Monitor for work in Little Bay at the Applicant's expense. The selection of the Independent Environmental Monitor shall be approved by NHDES. The Independent Environmental Monitor shall be empowered to order corrective actions related to surface water quality and to order the temporary cessation of construction activities until corrective action has been implemented.
41. Eelgrass Survey: To assess the impact of work associated with laying cable in Little Bay on eelgrass, the Applicant shall conduct an eelgrass survey in the Little Bay estuary the summer before construction commences and, if directed by NHDES, approximately one year after work is completed. At least ninety (90) days prior to the scheduled date for conducting the pre-construction survey, the Applicant shall submit a plan describing
 - how, when and where the survey will be conducted;
 - how results will be assessed to determine impact on eelgrass;
 - how and when results will be reported to NHDES;
 - mitigation measures that will be implemented based on eelgrass impacts and recovery; and
 - when the data will be provided to NHDES in a geodatabase that NHDES can use to update its current eelgrass GIS coverage.

The Applicant shall then implement the approved plan. To the maximum extent practicable, the methodology for conducting the survey shall be consistent with recent surveys conducted for the Piscataqua River Estuaries Program (PREP). Results of the pre-construction survey shall be submitted to NHDES no less than thirty (30) days prior to the scheduled cable installation date and

shall be approved by NHDES prior to cable installation in Little Bay. A report comparing the pre to post- construction survey results shall be submitted to NHDES for approval no more than ninety (90) days after the post-construction survey is completed. Modifications to this condition may be allowed at the discretion of NHDES.

42. Benthic Habitat Monitoring: At least sixty (60) days prior to the start of construction in Little Bay, the Applicant shall obtain NHDES and NHFGD approval of a Benthic Habitat Monitoring Plan (BHMP). The purpose of the plan is to determine if substrate conditions (topography and grain size distribution) in the Little Bay estuary in the vicinity of the proposed underground cables were significantly altered during construction. The plan shall include, but not be limited to, details regarding the method, accuracy and extent of the bathymetric survey, when the study will be conducted, the locations and methods for sampling and analyzing grain size distribution, how the data will be assessed, how data will be reported and provisions for inputting the data electronically into the NHDES Environmental Monitoring Database. The Applicant shall then implement the approved plan.
43. Benthic Infaunal Community Plan: To assess the impact of work associated with laying cable in Little Bay on the benthic infaunal community, the Applicant shall conduct pre and post-construction monitoring of the benthic infaunal community in the Little Bay estuary. At least ninety (90) days prior to the scheduled date for conducting the pre-construction monitoring, the Applicant shall submit a plan to NHDES describing
- how, when and where the monitoring will be conducted;
 - how results will be assessed to determine impact on the benthic infaunal community;
 - how and when results will be reported to NHDES;
 - mitigation measures that will be implemented based on benthic infaunal community impacts and recovery; and
 - when the data will be input electronically into the NHDES Environmental Monitoring Database.

The Applicant shall then implement the approved plan. Results of the pre-construction monitoring shall be submitted to NHDES for approval no less than thirty (30) days prior to the scheduled cable installation date. A report comparing the pre to post- construction monitoring results shall be submitted to NHDES for approval no more than ninety (90) days after the post-construction monitoring is completed.

44. Mixing Zone Plan: At least sixty (60) days prior to the start of construction in Little Bay, the Applicant shall submit a mixing zone request to the NHDES Watershed Management Bureau for approval that includes a description and map showing the proposed mixing zone in Little Bay, justification for the proposed limits of the mixing zone and documentation demonstrating that the proposed mixing zone complies with the minimum criteria in administrative rules Env-Wq 1707.02. The mixing zone shall be established for all jet plow and hand-jetting activities. Prior to submitting the proposed mixing zone request, the Applicant shall determine if there are any new aquaculture operations in Little Bay. Unless otherwise authorized by NHDES, the mixing zone shall not include any portion of an aquaculture site that has aquaculture product (i.e., oysters, etc.) in the water during and up to 24 hours following jet plow and hand-jetting activities.
45. Water Quality Monitoring and Adaptive Management Plan: At least ninety (90) days prior to in-water work in Little Bay, the Applicant shall submit to the NHDES Watershed Management Bureau

for approval, a Water Quality Monitoring and Adaptive Management Plan for work in Little Bay. The Applicant shall then implement the approved plan.

In general, the plan shall include, but not be limited to, the following for jet plow and hand-jetting activities:

- parameters that will be monitored;
- monitoring locations (including latitude, longitude and a plan showing the locations);
- how and when sampling will be conducted;
- the number of sampling teams;
- when and how training will be conducted;
- the lab methods and field equipment that will be used (including meter accuracy);
- quality assurance/quality control provisions;
- how monitors will communicate real-time monitoring information to jet plow operators;
- the use of drones (especially in the shallower areas) to assist with real-time tracking of sediment plumes;
- how decisions will be made and communicated to modify jet plow operation based on real-time monitoring results to minimize sediment resuspension due to jet plow operation;
- how and when results will be reported;
- when data will be input electronically in the NHDES Environmental Monitoring Database.

Parameters shall include, but not be limited to, the following:

Field measurements:

Turbidity (reported as NTU), dissolved oxygen and salinity.

Samples for Laboratory Analysis:

Total nitrogen, nitrate/nitrite nitrogen, total Kjeldahl nitrogen (TKN) and, ammonia nitrogen;

TSS;

Dissolved copper and arsenic (filtered in the field using a 0.45-micron filter prior to collection);

Total copper and arsenic (unfiltered);

Fecal coliform; and

Other parameters (if directed by NHDES).

The plan shall include criteria, based on real-time turbidity measurements, that will be used in the field to determine when jet plow operations must stop or otherwise be modified to minimize sediment resuspension, as well as when operations can resume. The plan shall also include all methods that can be used to minimize sediment resuspension due to jet plow operation (including but not limited to changing the jet speed and pressure) and how long work can be temporarily suspended.

Sample collection shall include samples taken at multiple depths and times as well as at multiple locations, including, but not limited to, stations at the mixing zone boundary and stations within the mixing zone. Results for parameters specified by NHDES from samples collected for an individual

cable installation shall be received and distributed to NHDES and the Independent Environmental Monitor prior to subsequent cable installations. The Applicant shall not conduct subsequent cable installations unless authorized by NHDES. NHDES may require modifications to the plan based on water quality results.

46. NHDES Shellfish Program Monitoring and Reporting Requirements:

Two-week Prior Notification:

At least two-weeks prior to the start of jet plowing activities, the Applicant shall notify the NHDES Shellfish Program of the dates and times of all activities that will resuspend sediments and introduce turbidity to the water column of Little Bay, so that NHDES may assess possible changes in water column fecal coliform concentrations that may warrant temporary closure of shellfish harvest areas

Plan to Assess Shellfish Tissue Before and After Little Bay Cable Crossing:

At least six months prior to the start of jet plowing activities (or other time frame acceptable to NHDES) the Applicant shall submit a plan to the NHDES Shellfish Program for approval for assessing molluscan shellfish tissue concentrations of selected chemical contaminants before and after the project. The Applicant shall then implement the approved plan. Unless otherwise authorized by NHDES, the plan shall include provisions for the following :

Species to be tested: Blue mussels and American oysters shall be the primary species to be tested. To the extent practical, native species shall be used at all sites. If transplanted species must be used, NHDES Shellfish Program and the NH Fish and Game Department will need to approve the source of the shellfish, and the contractor will need to include provisions for additional shellfish tissue testing to document contaminant levels in the shellfish prior to transplant.

Location of testing sites: A total of at least four sites shall be monitored, with two sites inside the area affected by the plume, and two sites outside of the area affected by the plume.

Sites Affected by the Plume: At least two sites in areas that the Applicant believes will be affected by the sediment plume created by jet plowing will be identified. One of these sites shall be on the upstream side of the project, and the other shall be on the downstream side of the project. At least one of these two sites shall be in the vicinity of subtidal commercial oyster aquaculture farms in Little Bay. Water temperature and salinity shall be monitored with continuous data loggers (15-minute interval) at all sites.

Sites Not Affected by the Plume: At least two sites in areas that the Applicant believes will not be affected by the sediment plume created by jet plowing will be identified. One of these sites shall be on the upstream side of the project, and the other shall be on the downstream side of the project. To the extent practical, these sites shall be located at or near sites used for the NH GulfWatch program so that data generated from this monitoring program can be compared to historical data.

Water temperature and salinity shall be documented with continuous data loggers (15-minute interval) at all sites. QA procedures to quantify data logger performance, accuracy, and precision shall be included in the plan and reported.

Timing of Sample Collection: All sites shall be sampled 1-2 two weeks before dredging or jet plowing begins and within one week of the completion of all dredging or jet plowing activities. A final round of sampling shall be completed within one week of the completion of all dredging activities.

All collected samples shall be immediately transported to the analytical laboratory(ies). The Applicant and/or its contractor shall assure the analytical laboratory completes testing as soon as possible, and report the results as soon as they are completed.

Constituents for Tissue Analysis:

Parameters Specified in the National Shellfish Sanitation Program shall be tested:

Deleterious Substances

Aldrin/Dieldrin, Chlordane, Chlordecone, DDT, DDE, TDE, Diquat, Glyphosate, Carbaryl, Endothall and its Monomethyl ester, Methyl Mercury, Heptachlor / Heptachlor Epoxide, Mirex, Polychlorinated Biphenyls (PCBs), 2,4-D

Chemotherapeutics

Chloramphenicol, Clenbuterol, Diethylstilbestrol (DES), Demetridazole, Iprnidazole and other nitroimidazoles, Furazolidone and other nitrofurans, Fluoroquinolones, Glycopeptides,

Additional Parameters that are part of the NH GulfWatch Program (note that some of the parameters below are also in the NSSP list).

Metals:

Aluminum, Cadmium, Chromium, Copper, Iron, Lead, Mercury, Nickel, Silver, Zinc.

Physical:

Lipid Content, Percent Solids

PAHs:

Acenaphthene, Acenaphthylene, Anthracene, Benzo(A)anthracene, Benzo(A)pyrene, Benzo(B)fluoranthene, Benzo(E)pyrene, Benzo(GHI)perylene, Benzo(K)fluoranthene, Biphenyl, Chrysene, Dibenzo(AH)anthracene, Dibenzothiophene, Fluoranthene, Fluorene, Indeno(123CD)pyrene, Naphthalene, Perylene, Phenanthrene, Pyrene
C1-Chrysene, C1-Dibenzothiophene, C1-Fluoranthene, C1-Fluorene, C1-Naphthalene, C1-Phenanthrene,
C2-Chrysene, C2-Dibenzothiophene, C2-Fluoranthene, C2-Fluorene, C2-Naphthalene, C2-Phenanthrene,
C3-Naphthalene, C3-Chrysene, C3-Phenanthrene, C3-Dibenzothiophene, C3-Fluorene,
C4-Chrysene, C4-Fluorene, C4-Naphthalene, C4-Phenanthrene,
Total PAHS

Pesticides:

A_BHC (Alpha Lindane), A-Endosulfan, Aldrin, B-Endosulfan, CIS-Chlordane, Dieldrin, Endrin, G-Chlordane, Heptachlor, Heptachlor Epoxide, Hexachlorobenzene, Lindane (G-HCH), Methoxychlor, Mirex, O,P'-DDD, O,P'-

DDE, O,P'-DDT, P,P'-DDD, P,P'-DDE, P,P'-DDT, Total DDT, Transnonachlor,
Permethrin, Cypermethrin, Deltamethrin.

Polychlorinated Biphenyls (PCBs):

101 ; 90; 105; 118; 126; 128 ; 138; 153 ; 132; 169; 170; 190; 18; 15; 180; 187;
195; 208; 206; 209; 28; 29; 44; 50; 52; 66; 95; 77; 8; 5; 87; Sum PCBs.

Field and Laboratory Methods and Protocols: Field and laboratory methods and protocols shall be consistent with methods and protocols specified in the *National Shellfish Sanitation Program, Guide for the Control of Molluscan Shellfish (2015 Revision)* and in documentation describing the NH GulfWatch Program, including number of organisms in each sample, and number of duplicates as specified in the GulfWatch program documentation.

Data Management and Communication of Results: All data will be digitally provided to the NHDES Shellfish Program in Microsoft Excel files and in a format consistent with NHDES Environmental Monitoring Database protocols, procedures, and reporting formats.

Compliance with all laws: The Applicant and/or its contractor shall be responsible for complying with all applicable local, state, and federal laws to execute this monitoring program, including but not limited to a NH Fish and Game Department permit to collect and test shellfish.

47. Mitigation: If violations of surface water quality standards (Env-Wq 1700) occur that are associated with the proposed Activity, the Applicant shall, if directed by NHDES, submit a mitigation plan to NHDES for approval within sixty (60) days of being notified. The Applicant shall then implement the approved plan.
48. Spill Prevention and Cleanup Plan: : At least ninety (90) days prior to in-water work in Little Bay, the Applicant shall submit to the NHDES Watershed Management Bureau for approval, a Spill Prevention and Cleanup Plan. The Applicant shall then implement the approved plan. The plan shall describe responses to potential spills associated with work in Little Bay (such as from fuel, hydraulic fluid and other potentially hazardous fluids).
49. Existing Cable Removal Remedial Response Plan: The Applicant shall remove the existing cable in Little Bay in accordance with the Existing Cable Removal Plan submitted on June 30, 2017.
50. Training: Not more than thirty (30) days prior to the scheduled start of construction in Little Bay, the Applicant shall conduct a training program for construction staff, contractors, sub-contractors, environmental inspectors, the independent environmental monitor, and NHDES staff. The training program shall include, but not limited to, a review of the cable installation methods, spill prevention and cleanup responses, allowable environmental conditions and measures (i.e., contingency plans) that will be implemented in the event that environmental conditions are exceeded.
51. Aquaculture Licensee Notification: At least fourteen (14) days prior to the start of cable installation in Little Bay, the Applicant shall notify, in writing, the aquaculture licensees in Little Bay of the schedule for work in Little Bay so that the licensees have time to plan ahead and implement any operational changes they may need to take. The Applicant shall keep the aquaculture licensees apprised, in advance, of any changes to the cable installation schedule. Evidence that the aquaculture licensees have been notified shall be provided to NHDES prior to cable installation.
52. Notify Marine Patrol regarding Concrete Mattresses: Prior to the placement of concrete mattresses in Little Bay, the Applicant shall coordinate with the NH Division of Ports and Harbors ("DPH") and/or the NH Department of Safety Marine Patrol ("Marine Patrol"), to determine if the placement of the mattresses creates a navigational hazard which will require navigational marker(s). If

navigational markers are required, then the Applicant shall comply with any request to install such markers that the DPH or Marine Patrol requires.

53. Weather: At least seven (7) days prior to the start of cable installation across Little Bay, the Applicant shall check the weather forecast for the area, shall maintain a written weather log, and shall not proceed with jet plowing for cable installation if the forecast predicts a storm event or excessive wind, which, in combination with tidal influences shall exacerbate the sediment turbidity plume beyond that predicted in the turbidity plume modeling presented in the application.
54. Wind: Beginning at least twelve (12) hours prior to planned cable installation activities, the independent environmental monitor shall monitor the latest National Weather Service weather forecast for Great Bay/Adams Point. If sustained wind speeds in excess of fifteen (15) mph are forecast, the environmental monitor shall, based upon predicted and observed conditions within Little Bay, and in conjunction with NHDES, decide if cable installation should be allowed to commence.
55. Cable Depths and As-Built: To the maximum extent practicable, the maximum jet plow and hand-jetting trench depths shall be in accordance with the depths defined in the design drawings submitted July 27, 2018, and in conjunction with Document 1 of the supplemental information filed with the Site Evaluation Committee on June 30, 2017 titled "Revised Modeling Sediment Dispersion from Cable Burial for Seacoast Reliability Project, Upper Little Bay, New Hampshire, June 2017. As-Built (including plan and profiles) showing the actual depths and locations of the cable as well as the location of concrete mattresses shall be provided to NHDES within sixty (60) days following completion of cable installation. If directed by NHDES, as-built information for the portion of cables installed by jet plow (not hand-jetting) shall be provided to NHDES after each individual cable installation and prior to the next cable installation.
56. Silt Curtains: To the maximum extent practicable, silt curtains shall be used to minimize turbidity during installation of the underground cables in the Little Bay Estuary. As a minimum, silt curtains shall be installed when divers hand-jet the cables on the west side of Little Bay and along approximately 311 feet (of the total 541 feet) of cable that is to be hand jetted on the east side of the estuary. At least ninety (90) days prior to removal of the silt curtains, the Applicant shall consult with and receive NHDES approval of, a plan to remove the silt curtains in a manner that will minimize turbidity associated with resuspension of the sediment deposited within the silt curtains due to hand-jetting. Monitoring to determine the effectiveness of the plan shall comply with the Water Quality Monitoring and Adaptive Management Plan (condition 45).
57. Water-lift devices to assist the diver operated hand-jetting of sediment in Little Bay shall not be used.
58. Timing of Hand-Jetting and Jet Plowing: Unless otherwise authorized by NHDES, and to limit the combined impacts of construction activities on Little Bay water quality, hand-jetting shall not be conducted for the period beginning six hours before and ending six hours after jet plow cable installation or within six hours of turbidity criterion exceedances at the mixing zone boundary in the vicinity of the hand-jetting operation(s).
59. Minimum Time Between Cable Installations: Unless otherwise authorized by NHDES, after a cable is buried by jet plowing, installation of the next cable by jet plowing shall not commence for at least five (5) days.
60. Screen on Jet Plow Intake: The end of the jet plow intake pipe shall be equipped with a screen with openings no greater than 2 inches in diameter.

60b. Jet Plow Trial Run: If the SEC determines that jet plowing should be allowed for submarine cable installation in Little Bay (instead of other alternatives such as horizontal directional drilling), and that a jet plow trial run (without cable) should be conducted prior to installation of the submarine cable (as recommended by NHDES in a letter dated February 28, 2018 to the SEC if jet plowing is the selected alternative), the Applicant shall, unless otherwise authorized by NHDES, comply with the following:

- At least 90 days prior to the trial, the Applicant shall submit a Jet Plow Trial Plan (JPTP) to NHDES for approval and then implement the approved plan. The JPTP shall describe in detail how and when the trial and monitoring will be conducted and results reported.
- At least 14 days prior to the scheduled start of submarine cable installation in Little Bay the Applicant shall submit a jet plow trial run summary report to the SEC and NHDES that addresses the following:
 - how well the model predicts the sediment plume ;
 - how well the water quality monitoring plan works (including communication between the monitors and jet plow operators) and what if, any, modifications to the plan are necessary;
 - water quality monitoring results within the mixing zone and at the boundary;
 - how measures taken to reduce sediment suspension due to jet plowing (including, but not limited to jet plow speed and pressure reductions) impact water quality;
 - if results suggest that cable installation by jet plowing is likely to meet NH surface water quality standards; and
 - if any additional sediment suspension reduction measures are needed to help ensure surface water quality standards will be met.

Installation of submarine cable in Little Bay shall not proceed until authorized by NHDES and the SEC.

SALT MARSH AND SHORELINE RESTORATION (EXCLUDING THE PORTION ON WAGON HILL FARM)

61. The salt marsh vegetation shall be removed to the maximum depth allowable by the substrates, and under the direction of the Environmental Monitor. The blocks will be as large as practicable to be set aside, right side up and protected from desiccation to ensure successful replacement and to support existing functions by watering the vegetation blocks with freshwater while they are set aside.
62. After the utility line is installed in the trench, the blocks of soil and vegetation shall be placed back with exceptional care being taken to reestablish the same surface elevation as the surrounding marsh.
63. Final estimates of the area of salt marsh to be restored and linear feet of shoreline shall be provided for review and approval by NHDES and ACOE.
64. Plans for the living shoreline and salt marsh restoration in areas impacted by the project shall be submitted and approved by NHDES and ACOE prior to construction.
65. The living shoreline and salt marsh restoration shall be monitored for a minimum of five (5) years. Performance standards shall be established and approved by NHDES and the ACOE to evaluate the success of restoration. If the restoration is not successful, the Applicant shall submit a plan for review and approval by NHDES to correct any deficiencies.

66. Seed mix used within the restoration areas shall be a wetland seed mix appropriate to the area and shall be applied in accordance with manufacturers' specifications. NHDES must approve the seed mix prior to application.

WETLANDS MITIGATION

67. The approval is not valid until NHDES receives payment of \$349,834.26 dollars into the Aquatic Resource Mitigation Fund ("ARM"). The total may be revised during final design and the SEC permitting process. The final payment amount shall be confirmed by NHDES and the one-time payment received within 120 days of the SEC certificate and prior to any construction.
68. The mitigation package may include the designation of mitigation funds to the Towns of Durham and Newington. The preliminary payment amounts equal \$213,763.28 for a living shoreline restoration at Wagon Hill Farm and \$120,990.23 for a conservation easement in Newington. The two projects will provide benefit to tidal and non-tidal resources and the combination of funds going to these efforts meet the requirements of RSA 482-A:28.
69. The final mitigation payment as determined during final design and SEC permitting process would be made to NHDES to be held in an account specific to each project. Payment shall be provided to NHDES after SEC approval, upon determination of final impact amounts, and prior to construction.
70. Any funds remaining after the Durham and Newington projects are completed shall revert to the ARM fund for use in the next ARM Fund competitive grant round.
71. This permit is contingent upon the execution of conservation easement on 10 acres of land in Newington as depicted on plans and information prepared by Normandeau Associates dated March 29, 2017 (Amendment 1, Appendix 34a, and Appendix C).
72. The draft deed for the conservation parcel proposed in Newington shall be reviewed and approved by NHDES and the ACOE prior to construction. The applicant must prepare a forest management plan limited to wildlife habitat management only. The plan must be approved by NHDES prior to construction.
73. The conservation parcel proposed in Newington shall have a minimum of a 100 foot no-cut buffer adjacent to aquatic resources and there shall be no increase in agriculture activities on the property. If these measures cannot be achieved the funds will revert to the ARM Fund for issuance during a future competitive grant round.
74. The conservation parcel proposed in Newington shall be protected through a conservation easement to the Town of Newington within 240 days of the issuance of the SEC certificate.
75. Following permit issuance and prior to recording of the conservation deed, the natural resources existing on the conservation parcel proposed in Newington shall not be removed, disturbed, or altered without prior written approval of NHDES and the easement holder.
76. The conservation deed to be placed on the conservation parcel proposed in Newington shall be written to run with the land, and both existing and future property owners shall be subject to the terms of the restrictions.
77. The plan noting the conservation easement with a copy of the final easement language shall be recorded with the Registry of Deeds Office for conservation parcel proposed in Newington. A copy of the recording from the County Registry of Deeds Office shall be submitted to NHDES prior to the start of construction.

78. The Applicant shall prepare a final baseline documentation report that summarizes existing conditions within the conservation area. Said report shall contain photographic documentation of the easement area that have been taken in the absence of snow cover, and shall be submitted to the NHDES within 240 days of the issuance of the SEC certificate to serve as a baseline for future monitoring of the area.
79. The conservation area shall be surveyed by a licensed surveyor, and marked by monuments [stakes].
80. NHDES shall be notified of the placement of the parcel boundary monuments to coordinate on-site review of their location.
81. Activities in contravention of the conservation easement shall be construed as a violation of RSA 482-A, and those activities shall be subject to the enforcement powers of NHDES (including remediation and fines).

INVASIVE PLANTS

82. Precautions shall be taken to prevent import or transport of soil or seed stock containing nuisance or invasive species such as Purple Loosestrife, Knotweed, or Phragmites. The contractor responsible for work shall appropriately address invasive species in accordance with the NHDOT "Best Management Practices for Roadside Invasive Plants (2008)".
83. To prevent the introduction of invasive plant species to the site, the Applicant's contractor(s) shall clean all soils and vegetation from construction equipment and matting before such equipment is moved to the site.
84. The Applicant shall control invasive plant species such as Purple loosestrife (Lythrum salicaria) and Common reed (Phragmites) by measures agreed upon by the NHDES Wetlands Program if any such species is found in the stabilization areas during construction or during the early stages of vegetative establishment.

FINDINGS:

1. NHDES recommends granting a waiver of Env-Wt 304.11(b) which limits the timing of dredging in tidal water between November 15 and March 15 based on support in writing by NH Fish and Game Department (NHFGD) and NOAA Fisheries staff.
2. This project is classified as a Major Project per administrative rule Env-Wt 303.02(c), as wetland impacts are greater than 20,000 square feet and Env-Wt 303.02 as work is proposed in tidal waters.
3. On April 12, 2016, NHDES received a wetlands application (file #2016-00965) that requested 607,777 square feet of wetlands, surface waters, and upland tidal buffer zone impact as part of the 12.9 mile project, of which 9,470 square feet is permanent impact, and 598,307 square feet is temporary.
4. The project proposes all work to be within an existing powerline right-of-way (ROW).
5. NHDES finds the need for the proposed impacts has been demonstrated by the Applicant per administrative rule Env-Wt 302.01, as described and detailed in the wetland and SEC applications.
6. NHDES finds that the project is necessary to provide a parallel path to enhance the existing 115kV loop between the Deerfield and Scobie Pond Substations in order to address reliability concerns in the New Hampshire seacoast region, which has been identified by the Independent System Operator-New England (ISO-NE).

7. The Applicant, working with ISO-NE, conducted a Needs Assessment study ("Needs Assessment") finding that the New Hampshire seacoast region requires additional transmission capacity to support the reliable delivery of electric power to meet the region's current demand and future increased demand.
8. The Applicant's Needs Assessment found that there were violations of the transmission system criteria in the seacoast area under certain potential system operating conditions. As a result, a Solution Study was conducted to identify potential solutions to correct the violations.
9. The Applicant's Solution Study provided solution alternatives, one of which included the Madbury to Portsmouth project. The Madbury to Portsmouth project was selected by ISO-NE as the preferred alternative solution, consistent with regional transmission planning standards as the lowest cost and best alternative.
10. The Applicant indicates their application and plan is the alternative with the least adverse impact to areas and environments under the department's jurisdiction per administrative rule Env-Wt 302.03(a)(2), and with Conditions ("NHDES Permit Conditions") and are listed in greater detail as follows:
 - a) Permanent impacts to freshwater wetlands are minor (778 square feet) and have been avoided or minimized where possible.
 - b) Temporary impacts to surface freshwater are associated with temporary access across freshwater wetlands to the work sites along the existing ROW.
 - c) The majority of small streams will be temporarily bridged with timber matting and temporary culverts necessary in only two locations.
 - d) Construction Best Management Practices (BMP's), on-site monitoring and restoration of temporarily impacted areas will be employed.
 - e) Permanent impacts to estuarine wetlands (8,681 square feet) have been avoided or minimized where possible. The impacts associated with the placement of the concrete mattresses are limited to surficial protection measures that are required by the National Electrical Safety Code for submarine cables that cannot be buried to the required depth due to bedrock or other limiting material.
 - f) Impacts to estuarine wetlands are restricted to an existing cable crossing corridor which has been utilized in the past and contains de-energized cables that are obsolete.
11. The Applicant has provided the type, classification, and function and value of the impacted wetlands as required by Env-Wt 302.04(a)(3) and Env-Wt 302.04(a)(17).
12. The Applicant has characterized the type of wetlands to be impacted as: freshwater wetlands (49%) associated with the project are combinations of palustrine scrub-shrub and emergent with other combinations of scrub-shrub, emergent, forested, and open water. Estuarine wetlands associated with the project are primarily intertidal flat, subtidal, saltmarsh, and rocky shore. The Applicant indicates the functions and values of the impacted wetlands will not have an adverse impact by employing construction BMP's, on-site monitoring, and restoration of temporarily impacted wetlands.
13. On November 10, 2016, and after NHDES review of the proposed project, additional information was requested in the form a written Progress Report to the Site Evaluation Committee (SEC), in which several comments specifically requested that the Applicant provide additional information to clarify the project and further avoid and minimize wetland and surface water impacts.

14. The Applicant provided partial responses to the NHDES Progress Report on January 11, 2017 and June 30, 2017.
15. On March 29, 2017, the Applicant requested an amendment to the wetlands application to modify the project in four ways: (a) siting an additional 2,680 square feet of the project underground across the Darius Frink Farm in the Newington Center Historic District and in the Hannah Lane residential neighborhood; (b) altering the route for the underground design in Newington through Gundalow Landing; (c) relocating the site of the underground-to-overhead transition structure in Newington and; (d) altering segments of the overhead design to accommodate concerns raised by the NH Department of Transportation, residents, and town officials.
16. On August 1, 2017, and after NHDES review of the Applicant's responses of January 11, 2017 and June 30, 2017, additional information was requested in the form a written Progress Report to the Site Evaluation Committee (SEC), in which several comments specifically requested that the Applicant provide additional information to clarify the project and further avoid and minimize wetland and surface water impacts.
17. On September 15, 2017, the Applicant provided responses to the NHDES Progress Report of August 1, 2017.
18. Based on the latest revised plans submitted on September 19, 2017, the Applicant is requesting 607,777 square feet of wetland impact as part of the project, of which 9,470 square feet is permanent wetland impact, and 598,307 square feet is considered temporary wetland impact that will be restored upon completion.
19. The Applicant has coordinated directly with the Natural Heritage Bureau (NHB) regarding impacts to plant communities from the proposed project, and the Applicant will directly coordinate with the NHB prior to and during construction to minimize other potential impacts to sensitive plant species and exemplary natural communities. Additional coordination and review and approval as required by NHDES Permit Conditions are intended to address the requirements of Env-Wt 302.04(5) and (7)e.
20. The Applicant has coordinated directly with the NH Fish and Game Department (NHFGD) regarding impacts to sensitive species and habitats from the proposed project, and the Applicant will directly coordinate with the NHFGD prior to and during construction to minimize other potential impacts to sensitive species and habitats. Additional coordination, review and approval as required by NHDES Permit Conditions are intended to address the requirements of Env-Wt 302.04(a)(7).
21. The Applicant has provides support with plan and example that each factor listed in Rule Env-Wt 302.04(a), Requirements for Application Evaluation, has been considered in the design of the project and through NHDES Permit Conditions.
22. All temporary wetland impact areas will be stabilized and restored once construction is completed in each section, and in accordance with the Temporary Impacts Restoration Plan as described in Section 3.3.6 of the Natural Resource Impact Assessment dated March 2017 and Salt Marsh Protection and Restoration Plan plans dated June 30, 2017. NHDES understands that the temporary nature of the surface areas to be impacted and these areas will be fully addressed through plan and approved associated permit conditions addressing Env-Wt 302.04(a)(6).
23. The Applicant will coordinate with the U.S. Coast Guard, Pease Development Authority-Division of Ports and Harbors and NH Marine Patrol to ensure that a Notice to Mariners is issued to minimize impacts on public commerce, navigation, recreation and the extent to which the project interferes

- with or obstructs public rights of passage or access to address the requirements of Env-Wt 302.04(a)(8) and Env-Wt 302.04(a)(10).
24. Per Env-Wt 501.01(c), abutter notification is not required for projects within ROW's.
 25. All work is within the Applicant's existing ROW which convey the right to construct and replace transmission lines in support of the reliability of the transmission system. The majority of the wetland impacts are temporary and restored upon completion of work and Best Management Practices ("BMP's") will be employed throughout construction to minimize the impact upon abutters and fully addressed through plan and approved associated permit conditions addressing Env-Wt 302.04(a)(11).
 26. The Applicant prepared a Visual Assessment ("VA") dated October 7, 2016 which demonstrated that the project will not have an unreasonably adverse effect on aesthetics to address the requirements of Env-Wt 302.04(a)(9).
 27. The Applicant has demonstrated that the project will benefit the health, safety, and well-being of the general public by improving the existing network of electrical delivery system in seacoast New Hampshire to address the requirements of Env-Wt 302.04(a)(12). The project will facilitate the transfer of power through the seacoast region to ensure the availability of sufficient electricity during high demand periods, which frequently occurs during the summer months.
 28. Pursuant to RSA 482-A:11,IV, the associated prime wetlands permitting process is waived, for projects occurring within designated prime wetland located in Newington. The Applicant has demonstrated that the project represents primarily temporary wetland disturbance and minimal permanent impact for necessary installation of a public utility and will not affect the functions and values of the prime wetlands. Temporary impacts to the prime wetlands will be restored to original condition upon completion of work.
 29. Compensatory mitigation for wetland impacts may include the preservation of approximately 10 acres of land on a 13 acre parcel on Old Post Road (Map 17/Lot 15) that borders an existing conservation parcel and encompasses a section of Knights Brook Prime Wetland. Compensation for impacts in the Salmon Falls-Piscataqua service area includes a payment into the Aquatic Resource Mitigation (ARM) Fund of \$349, 834.26. The funds may be designated to the Town of Newington for conservation of the 10 acre parcel near Knight's Brook, as described above, and a project in the Town of Durham for a living shoreline and salt marsh restoration effort at Wagon Hill Farm.
 30. The mitigation package described above also accounts for all secondary wetland impacts (e.g. clearing upland buffer adjacent to wetlands), as determined and required by the Army Corps of Engineers.
 31. Overall, NHDES has determined that the proposed mitigation plan meets the intent of the Mitigation Rules of Chapter 800.
 32. Public hearings will be held by the New Hampshire SEC to allow citizens the opportunity to comment on the overall project.
 33. The New Hampshire SEC has jurisdiction over the entire project and therefore will ultimately decide if the project is approved or denied.
 34. NHDES' decision is issued in letter form and upon approval by the NH SEC, and receipt of the ARM fund payment, the NHDES shall issue a posting permit in accordance with Rule Env-Wt 803.08(f).
 35. The payment into the ARM fund shall be deposited in the NHDES fund for the "Salmon Falls-Piscataqua Rivers" watershed per RSA 482-A:29.

36. The surface waters (including wetlands) affected by the Activity, are surface waters under Env-Wq 1702.44 and are therefore subject to New Hampshire Surface Water Quality Standards (Env-Wq 1700).

SEACOAST RELIABILITY PROJECT, NHSEC DOCKET # 2015-04
WATERSHED MANAGEMENT BUREAU – 401 WATER QUALITY CERTIFICATION
OCTOBER 29, 2018 REVISED FINAL DECISION

RECOMMEND APPROVAL WITH THE FOLLOWING CONDITIONS:

PROJECT SPECIFIC CONDITIONS:

The proposed Activity¹ involves the discharge of dredge or fill material into surface waters of the U.S. and, therefore, requires a federal Clean Water Act (CWA) Section 404 (33 U.S.C. 1344) permit from the U.S. Army Corps of Engineers (Corps). In accordance with Section 401 of the CWA (33 U.S.C. 1341) and New Hampshire (NH) statute RSA 485-A: 12, III, the Activity therefore requires a Section 401 Water Quality Certification from the NH Department of Environmental Services (NHDES).

On April 12 2016, the Corps indicated that the Section 404 general permit (GP) applies to the proposed Activity. The Corps issues GPs every five years; the last GP [which now consists of 23 general permits] was issued in 2017. A 401 Water Quality Certification (WQC # 2017-404P-001) for the current GPs was issued by NHDES on August 17, 2017. WQC # 2017-404P-001 is applicable to all activities covered by the GPs. Since the proposed Activity is covered by the GPs, the Applicant¹ for the proposed Activity must comply with the conditions of WQC #2017-404P-001, which are provided below:

Unless otherwise authorized by NHDES, the following conditions shall apply:

E-1. Compliance with Certification Conditions: Construction and operation of all projects covered by the GPs shall comply with this Certification.

E-2. Compliance with Surface Water Quality Standards: Construction and operation of all projects covered by the GPs shall comply with NH surface water quality standards.

E-3. NHDES Review of Specific Projects and Modification of Certification: Applications for projects included under the GPs shall be subject to NHDES review to determine if additional conditions are needed and if an individual 401 Certification application is necessary to ensure compliance with surface water quality standards. If NHDES determines that surface water quality standards are being violated by a specific project or there is reasonable potential to expect that water quality standards will be violated, NHDES may modify this 401 Certification or issue an individual 401 Certification for the specific project to include additional conditions to ensure compliance with surface water quality standards when authorized by law, and after notice and opportunity for hearing.

¹ The Applicant is Public Service Company of New Hampshire (PSNH) d/b/a Eversource Energy. The proposed Activity is described in the application submitted to the New Hampshire Site Evaluation Committee (SEC) on April 12, 2016, and supplemental materials submitted since then up to and including August 17, 2018 which included an application and supplemental information for 401 Water Quality Certification, the Alteration of Terrain Permit and the Wetlands Permit.

E-4. Obtain and Comply with all other Applicable Permits: Construction of any specific project permitted under the GPs shall not commence until all other applicable permits and approvals have been granted, including, but not limited to, those permits issued by the NHDES Wetlands Bureau (which includes compensatory mitigation where required) and, if necessary, the NHDES Alteration of Terrain Bureau. Activities falling under the GPs shall comply with the GPs and all other applicable permits.

E-5. Compliance Inspections: In accordance with applicable laws, NHDES reserves the right to inspect any project permitted under the GPs and the effects of the project on surface waters to monitor compliance with the conditions of this Certification.

NHDES has reviewed the information provided by the Applicant and has determined that compliance with WQC #2017-404P-001, and the conditions for the Alteration of Terrain and Wetlands permits, provides reasonable assurance that construction and operation of the Activity will not violate surface water quality standards (RSA 485-A:8 and Env-Wq 1700).

SEACOAST RELIABILITY PROJECT, NHSEC DOCKET # 2015-04
SHORELAND PROTECTION PROGRAM
OCTOBER 29, 2018 REVISED FINAL DECISION

RECOMMEND APPROVAL WITH THE FOLLOWING PERMIT CONDITIONS:

PROJECT 2016-00968

PROJECT DESCRIPTION :

Project Location: 44 Gundalow Landing, Newington NH
Newington Tax Map/Lot No. 22/5
Waterbody: Little Bay

Impact 6,078 sq. ft. within the protected Shoreland in order to run transmission lines within a right-of-way. The project includes the removal of trees and trenching.

PROJECT SPECIFIC CONDITIONS:

1. All work shall be in accordance with plans by Normandeau Associates dated January 11, 2017.
2. No more than .7% of the area of the lot within the protected shoreland shall be covered by impervious surfaces unless additional approval is obtained from DES.

PROJECT 2016-00969

PROJECT DESCRIPTION:

Project Location: Main Street, Durham, NH
Durham Tax Map/Lot No. 12/7-2
Waterbody: Oyster River

Impact 29,943 sq. ft. within the protected Shoreland in order to run 12.9 miles of overhead, underground, and underwater components within a right-of-way.

PROJECT SPECIFIC CONDITIONS

1. All work shall be in accordance with plans by Normandeau Associates dated January 11, 2017.
2. No more than .4% of the area of the lot within the protected shoreland shall be covered by impervious surfaces unless additional approval is obtained from DES.

PROJECT 2016-00970

PROJECT DESCRIPTION

Project Location: 295 Durham Point Road, Durham, NH
Durham Tax Map/Lot No. 20/12-1
Waterbody: Little Bay

Impact 17,311 sq. ft. within the protected Shoreland in order to run 12.9 miles of overhead, underground, and underwater components within a right-of-way.

PROJECT SPECIFIC CONDITIONS

1. All work shall be in accordance with plans by Normandeau Associates dated January 11, 2017.
2. No more than 5% of the area of the lot within the protected shoreland shall be covered by impervious surfaces unless additional approval is obtained from DES.

GENERAL CONDITIONS APPLICABLE TO ALL PROJECTS

1. This permit does not authorize the removal of trees or saplings within the waterfront buffer that would result in a tree and sapling point score below the minimum required per RSA 483-B:9, V, (a), (2), (D), (iv).
2. All activities conducted in association with the completion of this project shall be conducted in a manner that complies with applicable criteria of Administrative Rules Chapter Env-Wq 1400 and RSA 483-B during and after construction.
3. Erosion and siltation control measures shall be installed prior to the start of work, be maintained throughout the project, and remain in place until all disturbed surfaces are stabilized.
4. Erosion and siltation controls shall be appropriate to the size and nature of the project and to the physical characteristics of the site, including slope, soil type, vegetative cover, and proximity to wetlands or surface waters.
5. No person undertaking any activity in the protected shoreland shall cause or contribute to, or allow the activity to cause or contribute to, any violations of the surface water quality standards established in Env-Ws 1700 or successor rules in Env-Wq 1700.
6. Any fill used shall be clean sand, gravel, rock, or other suitable material.
7. This permit shall not be interpreted as acceptance or approval of any impact that will occur within wetlands jurisdiction regulated under RSA 482-A including all wetlands, surface waters and their banks, the tidal-buffer zone, and sand dunes. The owner is responsible for maintaining compliance with RSA 482-A and Administrative Rules Env-Wt 100 - 900 and obtaining any Wetland Impact Permit that may be required prior to construction, excavation or fill that will occur within Wetlands jurisdiction.
8. This permit shall not preclude DES from taking any enforcement or revocation action if DES later determines that any of the structures depicted as "existing" on the plans submitted by the applicant were not previously permitted or grandfathered.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
NEW HAMPSHIRE STATE HISTORIC PRESERVATION OFFICER
and
EVERSOURCE ENERGY
REGARDING THE SEACOAST RELIABILITY PROJECT,
MADBURY TO PORTSMOUTH, NEW HAMPSHIRE**

WHEREAS, In accordance with RSA 227-C:9 Directive for Cooperation in the Protection of Historic Resources, this Memorandum of Understanding (MOU) is entered into by and between the New Hampshire Division of Historical Resources (NHSHPO) and Public Service Company of New Hampshire d/b/a Eversource Energy (“Eversource”), collectively (the “Parties”); and

WHEREAS, all state agencies, departments, commissions and institutions are directed to cooperate with the NHSHPO for the preservation of historic resources during all state licensed, assisted or contracted projects, activities or programs pursuant to RSA 227-C:9 Directive for Cooperation in the Protection of Historic Resources, and

WHEREAS, Eversource has applied for a certificate from the New Hampshire Site Evaluation Committee and proposes to construct, own, operate and maintain a new 13-mile 115-kV electric transmission line between existing substations in Madbury, New Hampshire and Portsmouth, New Hampshire and to upgrade existing substations (collectively known as the Seacoast Reliability Project (the “Project”); and

WHEREAS, United States Army Corps of Engineers (“USACE”), the lead federal agency for the purposes of complying with 36 CFR 800, has determined that the Project is a federal undertaking subject to Section 106 of the National Historic Preservation Act, as amended, and its implementing regulations, Protection of Historic Properties, 36 CFR Part 800; and

WHEREAS, USACE has initiated consultation with the NHSHPO 36 Code of Federal Regulations (“CFR”) part 800, and 33 CFR Part 325, regulations implementing Section 106 of the National Historic Preservation Act (16 USC §470f), for the portions of the Project area within the USACE permit area;

WHEREAS, a comprehensive survey of properties in the project area and consultation with the USACE and NHSHPO determined that no known archaeological sites that are listed in, or are eligible for listing in, the National Register of Historic Places will be affected by the Project; and

WHEREAS, the Project will adversely affect the following four above-ground resources that are listed in or are eligible for listing in the National Register of Historic Places:

- Alfred Pickering Farm, Newington, New Hampshire
- Durham Point Historic District, Durham, New Hampshire
- Little Bay Underwater Cable Terminal Houses Historic District, Durham and Newington, New Hampshire
- Newmarket and Bennett Roads Farms Historic District, Durham, New Hampshire; and

WHEREAS, on October 4, 2017 Eversource, USACE, NHSHP, and Consulting Parties met to discuss measures to be taken by Eversource to avoid, minimize, and mitigate Project effects upon historic resources, Eversource and NHSHP conducted public meetings on January 10, 2017 in Portsmouth, NH and October 27, 2017 in Durham, and Eversource and the NHSHP met with the Town of Newington on August 24, 2018 to discuss the resolution of adverse effects to the Pickering Farm; and

WHEREAS, USACE, NHSHP and Eversource have entered into a Memorandum of Agreement (“MOA”) to address resolution of adverse effects to the one historic property within the jurisdiction of USACE (Little Bay Underwater Cable Terminal Houses Historic District) pursuant to 36 Code of Federal Regulations (“CFR”) part 800, and 33 CFR Part 325, regulations implementing Section 106 of the National Historic Preservation Act (16 USC §470f); Appendix A; and

NOW, THEREFORE, NHSHP and Eversource agree that execution of this MOU resolves the Project’s effects through the implementation of the following stipulations which will be carried out by Eversource in the event that the Seacoast Reliability Project is approved and implemented:

STIPULATIONS

I. Alfred Pickering Farm

1. Eversource shall utilize a weathering steel H-Frame structure on the property in order to minimize effects to the Alfred Pickering Farm.
2. The publication of a publicly oriented booklet will be funded by Eversource and overseen by the Eversource cultural resource professional. The booklet will provide a brief history of agriculture in Newington from its founding to the present highlighting different agricultural periods or trends over time, an architectural guide to the styles and types of farm houses and agricultural outbuildings in the community, and a brief overview of no more than 20 individual farms extant in Newington as of 2018. A variety of pre-existing studies (town-wide area form, map study etc.), and secondary and primary resources are available to inform the preparation of the booklet. The booklet will include a table of contents, historic and modern maps, historic (as available) and present day photographs, and a ‘further reading and research’ page.

The booklet will be designed by a graphic designer in collaboration with, and using content provided by, a 36 CFR 61-qualified architectural historian. The soft-cover half-fold booklet with saddle stitch binding of approximately 5”x7” and approximately 30 black and white pages will be professionally printed. The cost of printing 100 copies will be funded by Eversource.

One digital draft proof of the booklet will be provided to DHR to review and comment within 30 days of receipt. At a minimum, a final copy must be provided to the New Hampshire Division of Historical Resources, New Hampshire State Library, New Hampshire Historical Society, Langdon Library in Newington, Newington Public School library and social sciences department, and the Newington Historical Society, with the remaining copies distributed to the offices of the Town of Newington.

The booklet will be completed within two years of the start of construction of the Project.

After completion of the booklet, a public presentation in the Town of Newington will be conducted to celebrate Newington’s agricultural history. The presentation will be coordinated by Eversource and its Architectural Historian consultant in coordination with NHSHP. The presentation will provide an overview of the research conducted in support of the booklet along with a wide variety

of visuals for the public. Other information presented may include how to list a property to the New Hampshire State or National Registers of Historic Places, how to seek assistance with maintenance issues, and/or other preservation related issues.

II. Durham Point Historic District

1. Seven historic stone walls and one granite quarry that are contributing to the Durham Point Historic District will be impacted by the Project. Eversource shall employ the following avoidance and minimization measures, as shown on the plan sheet identified as Appendix B hereto:

| | Appendix B Map Sheet Number |
|--------|------------------------------------|
| WP-32 | 5 |
| WP-34 | 5 |
| WP-35 | 5-6 |
| WP-35D | 6 |
| WP-35B | 6 |
| WP-35A | 7 |

2. Physical impacts to one of the seven walls shall be minimized by widening one existing breach in said wall and repairing a second existing breach in said wall with the stone removed from the first breach.

| Stone Wall ID | <u>Appendix B Map Sheet Number</u> |
|----------------------|---|
| WP-33 | 5 |

3. Physical impacts to features of the granite quarry (Appendix B: Map Sheet Number 5) shall be avoided by adjusting access routes around the quarry features. In two locations, one an access point and the second a work pad location, timber matting shall be used as a protective measure during construction.

III. Newmarket and Bennett Roads Farms Historic District

1. Thirteen historic stone walls that contribute to the rural character of the Newmarket and Bennett Roads Farms Historic District will be impacted by the Project. Eversource shall employ the following avoidance and minimization measures, as shown on the plan sheet identified as Appendix B hereto:
 - a. Physical impacts to all thirteen historic stone walls shall be avoided by the Project through the implementation of one or more of the following four measures to include: (a) not traversing the wall, (b) traversing the wall through an existing breach, (c) traversing the wall using timber matting to temporarily bridge over the wall, or (d) placing the work pad on top of timber matting to elevate work pad above the wall.

| Stone Wall ID | Appendix A Map Sheet Number |
|----------------------|------------------------------------|
| WP-12 | 1 |
| WP-13 | 1 |
| WP-14 | 1-2 |
| WP-14A | 2 |
| WP-15 | 2 |

| | |
|--------|---|
| WP-15A | 2 |
| WP-16 | 3 |
| WP-17 | 3 |
| WP-18 | 3 |
| WP-19 | 3 |
| WP-20 | 3 |
| WP-20A | 3 |
| WP-20B | 3 |

ADMINISTRATIVE CONDITIONS

A. GENERAL PROVISIONS

1. Confidentiality of Records and Information. The signatories shall maintain the confidentiality of records and information pertaining to the location, character or ownership of archeological sites consistent with NH RSA 227-C:11 and Section 304 of the National Historic Preservation Act.
2. Eversource shall ensure that environmental inspectors have been trained appropriately in the identification of, and are aware of the potential to encounter, significant cultural resources including human remains and/or grave-associated artifacts. All onsite personnel shall receive cultural resources sensitivity training outlined in the Historic Properties Training Plan; and shall be made aware of, and directed to follow procedures outlined in, the Unidentified Discovery Plan ("UDP"); Appendix C.

B. POST REVIEW DISCOVERIES

1. If Eversource materially changes plans for the proposed Project and such changes lead to newly discovered effects on historic properties, Eversource shall consult with NHSHPO to resolve any adverse effects to such properties.
2. If previously unidentified architectural and/or archaeological resources are discovered that may be adversely affected by the Project or if known resources are affected in an unanticipated manner, Eversource shall cease construction activities at that location and shall consult with NHSHPO to determine the need for appropriate evaluative studies, determinations of National Register eligibility, and/or mitigation measures, if needed, to resolve adverse effects.

C. DISPUTE RESOLUTION

1. Should Eversource object within thirty (30) days to any actions proposed or carried out pursuant to this Agreement, they shall consult with NHSHPO to resolve the objection.
2. If at any time during the implementation of the measures stipulated in this MOU, an objection should be raised by an interested member of the public, the parties will consult to determine the appropriate response.

D. MONITORING AND REPORTING

1. Each year following the execution of this MOU until it expires or is terminated, Eversource shall provide NHHPO a summary letter report detailing work undertaken pursuant to its terms. Such report shall include any scheduling changes proposed and any problems encountered in Eversource's efforts to carry out the terms of this MOU.
2. Eversource shall document the location of the above-identified stone walls in the Durham Point Historic District and the Newmarket and Bennett Road Historic District on its right of way plans to be referenced for all future maintenance and construction projects. Eversource will follow best management practices to minimize impact to the stonewalls, and no alteration or impacts to stonewalls are allowed without prior consultation with NHHPO and the property owner. The NHHPO and the property owner shall be contacted prior to any activity that requires alteration of a stonewall or in the event of incidental damage that results from Eversource operations, such as an emergency repair.

E. AMENDMENTS

1. This MOU may be amended when such an amendment is agreed to in writing by all signatories.

F. TERMINATION

1. If any signatory to this MOU determines that its terms will not or cannot be carried out, that party shall immediately consult with the other parties to attempt to develop an amendment per Condition E above. If within thirty (30) days an amendment cannot be reached, any signatory may terminate the MOU upon written notification to the other signatories. Signatories must continue to work to resolve the adverse effects of this undertaking.
2. Upon completion of the measures outlined in the Stipulations section of this agreement, Eversource's obligations under this agreement shall be considered complete and this agreement shall terminate.

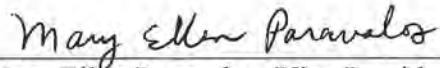
Execution of this Memorandum of Understanding by Eversource and NHSHPO, and implementation of its terms evidences that the effects of the Project on historic properties have been taken into account.



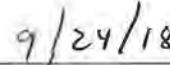
Nadine Miller
Deputy State Historic Preservation Officer
New Hampshire Division of Historical Resources



Date



Mary Ellen Paravalos, Vice President of ISO,
Siting and Compliance, Public Service Company
of New Hampshire d/b/a Eversource Energy



Date

Martha Roy, Town Administrator
Town of Newington

Date

Todd I. Selig, Town Manager
Town of Durham

Date

[Note: By signing this MOU, the towns do not in any way relinquish or compromise their ability to take a position on the Project and/or any conditions which they believe should be included in a SEC Certificate, that are not included in this Agreement.]

APPENDIX A:
MEMORANDUM OF AGREEMENT BETWEEN US ARMY CORPS OF
ENGINEERS, NEW HAMPSHIRE DIVISION OF HISTORICAL RESOURCES,
EVERSOURCE

**MEMORANDUM OF AGREEMENT
BETWEEN US ARMY CORPS OF ENGINEERS,
NEW HAMPSHIRE STATE HISTORIC PRESERVATION OFFICER
AND PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE D/B/A EVERSOURCE
ENERGY REGARDING THE SEACOAST RELIABILITY PROJECT FROM MADBURY
SUBSTATION TO PORTSMOUTH SUBSTATION, NEW HAMPSHIRE**

WHEREAS, the US Army Corps of Engineers ("USACE") plans to authorize a Wetlands Permit to Public Service Company of New Hampshire d/b/a Eversource Energy ("Eversource") for the Seacoast Reliability Project from Madbury Substation to Portsmouth Substation, New Hampshire ("undertaking") in accordance with their Section 404 authority (33 USC 1344); and

WHEREAS, the undertaking consists of a new 13-mile 115-kV electric transmission line between existing substations in Madbury, New Hampshire and Portsmouth, New Hampshire and to upgrade existing substations (collectively known as the Seacoast Reliability Project (the "Project"), including relocating and rehabilitating one contributing feature of the Little Bay Underwater Cable Terminal Houses Historic District (Durham Terminal House) from its present location as well as removing sections of the historic underwater cables; and

WHEREAS, USACE has defined the undertaking's area of potential effects (APE) in Attachment A; and

WHEREAS, USACE has determined that the undertaking shall have an adverse effect to the Little Bay Underwater Cable Terminal Houses Historic District, a property eligible for listing on the National Register of Historic Places (NR), and has consulted with the NH State Historic Preservation Officer ("NHSHPO") pursuant to 36 Code of Federal Regulations ("CFR") part 800, and 33 CFR Part 325, regulations implementing Section 106 of the National Historic Preservation Act (16 USC §470f); and

WHEREAS, there are no tribes required for consultation within New Hampshire; and

WHEREAS, USACE has consulted with the Town of Newington regarding the effects of the undertaking on historic properties and has invited them to sign this MOA as a Concurring Party and public involvement was sought and carried out at numerous meetings beginning in 2013 extending into 2017; including meetings required by the New Hampshire energy facility siting process, meetings conducted by Eversource and the NHSHPO on January 10, 2017 in Portsmouth, NH and October 27, 2017 in Durham, NH and a Consulting Party meeting in Newington, NH on October 4, 2017; and

WHEREAS, in accordance with 36 CFR § 800.6(a)(1), USACE has notified by letter dated July 9, 2018 the Advisory Council on Historic Preservation ("ACHP") of its adverse effect determination with specified documentation to 36 CFR §800.6(a)(1)(iii); and

WHEREAS, upon execution of this Memorandum of Agreement, Eversource Energy shall enter into a Memorandum of Understanding with the NHSHPO stipulating mitigation that Eversource Energy shall carry out in order to address additional adverse effects of the undertaking; and

NOW, THEREFORE, USACE, the NNSHPO, and Eversource Energy, agree that, in the event that the Seacoast Reliability Project is approved and implemented, the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties.

STIPULATIONS

The USACE shall ensure that the following measures are carried out in consultation with the NNSHPO:

I. Historic American Engineering Record (HAER) of the Little Bay Underwater Cable Terminal Houses Historic District

Eversource shall fund and oversee completion of a Historic American Engineering Record (HAER) Documentation of the Little Bay Underwater Cable Terminal Houses Historic District which shall be undertaken by an Architectural Historian qualified under 36 CFR 61. The HAER documentation shall consist of an outline format engineering structures report including large format photographs, photo key and index, site plan, and outline narrative. The documentation shall include both cable terminal houses (one in Durham and one in Newington) and the underwater cables. A digital based measured drawing (obtained from a LeicaT BLK360T 3-D LIDAR scanning instrument) of the cable terminal house on the Durham side only shall be completed and included in the documentation. The underwater cable documentation shall consist of narrative information and/or site plans and historic maps that show the location of the cables.

A digital draft HAER document shall be submitted to NNSHPO for review and comment for a period of 45 days. One draft copy shall then be provided by Eversource Energy on behalf of USACE, to NPS for review and comment.

Following NPS comment, one final archival copy (with one set of photographs/negatives) shall be submitted to NPS and the NNSHPO (in archival folder) by Eversource Energy. In addition, a digital PDF copy shall be submitted to NNSHPO. One copy printed on archival paper shall be submitted to the appropriate local repositories in Durham and Newington.

Stipulation I shall be completed within three (3) years of execution of this agreement.

II. Stabilization, Relocation, and Rehabilitation of Durham Cable House Terminal

Eversource Energy shall fund and oversee work to stabilize and move the Durham side cable terminal house fifty (50) feet to the north of its historic location during construction. Once the construction has been completed, Eversource Energy shall permanently place the Durham cable terminal house in a location twelve (12) feet to the west of and fifteen (15) feet to the north of its historic location. The Durham cable terminal house shall be placed on a new foundation constructed of field stone and mortar set upon a below-grade concrete footing. All work shall follow specifications outlined in the plans found in Attachment B.

Eversource Energy shall fund and oversee the rehabilitation of the Durham side cable terminal house once it has been placed in its new permanent location. All work shall follow the *Secretary of the Interior's Standards for the Treatment of Historic Properties* and shall be overseen by a 36 CFR 61 qualified Architectural Historian. Rehabilitation work shall include brick masonry wall repointing, roof repair, door and window repair and work to ensure the floor system is stable. Eversource Energy

and its Architectural Historian shall consult with NHSHPPO when implementation of the plans is at 50% and 90% complete to ensure that the *Standards* are being met.

Stipulation II shall be completed within five (5) years of execution of this agreement.

III. Exterior Interpretive Signage

Eversource Energy shall fund and install interpretive signage at Fox Point to interpret the historical and engineering/technological significance of the Little Bay Underwater Cable Terminal Houses Historic District. Development of the signage shall be overseen by a 36 CFR 61 qualified Architectural Historian. Signage shall include narrative, photographs and other graphics and shall place the resource within the overall historic context of electric transmission in the region. NHSHPPO shall be provided 30 days to review and comment on draft text/layout. The panel shall be placed at Fox Point on land owned by the Town of Newington. The specific location is to be decided by Town of Newington, in consultation with Eversource Energy and NHSHPPO.

IV. Interior Interpretive Displays in Durham and Newington

Eversource Energy shall fund and oversee the development of two identical interpretive displays, one each for the towns of Durham and Newington to convey the historical and engineering significance of the Little Bay Underwater Cable Terminal Houses Historic District. The work shall be overseen by an Architectural Historian qualified under 36 CFR 61. Consultation on the content of the displays shall be between Eversource Energy, NHSHPPO, the Town of Durham, and the Town of Newington. At a minimum, the displays shall exhibit samples of the historical underwater cable and new underwater cable, provide a narrative on the historic and modern technology involved, and summarize a history of the resource. NHSHPPO shall have 30 days to review and comment on the text/layout of the displays. NHSHPPO, the Town of Durham and the Town of Newington shall consult with Eversource Energy to identify appropriate publicly accessible venues in each community to install the displays.

Stipulation IV shall be completed within three (3) years of execution of this agreement.

ADMINISTRATIVE CONDITIONS

I. POST-REVIEW DISCOVERIES

If previously unidentified historic properties are discovered during the Project, the Signatories to this agreement shall be notified immediately and any work that could potentially impact the resource shall be suspended. The parties shall consult about ways to avoid, minimize or mitigate any effects that the Project may have on the resource and, if necessary, amend this Agreement to provide for the treatment of the resource.

II. DURATION

This MOA shall be null and void if its terms are not carried out within five (5) years from the date of NH Site Evaluation Committee ("NHSEC") written approval. Prior to such time, USACE may consult with the other Signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation V., below.

III. MONITORING AND REPORTING

Each year following the execution of this MOA until, the work is complete, the permit expires, or the permit is terminated, Eversource shall provide all parties to this MOA a summary letter report detailing work undertaken pursuant to its terms. Such report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received by USACE in its efforts to carry out the terms of this MOA.

IV. DISPUTE RESOLUTION

Should any Signatory or concurring party to this MOA object at any time to any actions proposed under this Section 106 MOA, or the manner in which the terms of this MOA are implemented, USACE shall consult with such party to resolve the objection. If USACE determines that such objection cannot be resolved, USACE shall:

A. Forward all documentation relevant to the dispute, including the USACE's proposed resolution, to the Advisory Council on Historic Preservation ("ACHP"). The ACHP shall provide USACE with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute,

USACE shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, Signatories and concurring parties, and provide them with a copy of this written response USACE shall then proceed according to its final decision.

B. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, USACE may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, USACE shall prepare a written response that takes into account any timely comments regarding the dispute from the Signatories and concurring parties to the MOA, and provide them and the ACHP with a copy of such written response.

C. Eversource Energy shall continue to fulfill its responsibilities relating to the undertaking that are subject to the terms of this MOA and which are not the subject of, or adversely affected by, the dispute.

VI. AMENDMENTS

This MOA may be amended when such an amendment is agreed to in writing by all Signatories. The amendment shall be effective on the date a copy signed by all of the Signatories is filed with the ACHP.

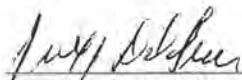
V. TERMINATION

If any Signatory to this MOA determines that its terms shall not or cannot be carried out, that party shall immediately consult with the other parties to attempt to develop an amendment per Stipulation V, above. If within thirty (30) days an amendment cannot be reached, any Signatory may terminate the MOA upon written notification to the other Signatories.

Once the MOA is terminated, and prior to work continuing on the undertaking, USACE must either (a) execute an MOA pursuant to 36 CFR § 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR § 800.7. USACE shall notify the Signatories as to the course of action it shall pursue.

Execution of this MOA by the USACE and NHSHPO and implementation of its terms evidence that USACE has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

SIGNATORIES:

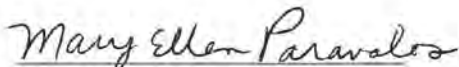

Frank J. Delgiudice, US Army Corps of Engineers
Chief, Permits and Enforcement Branch C
Regulatory Division

20 September 2018
Date


Nadine Miller, Deputy State Historic Preservation Officer
New Hampshire Division of Historical Resources

9/21/2018
Date

INVITED SIGNATORY:


Mary Ellen Paravalos, Vice-President of ISO,
Siting and Compliance, Eversource Energy
Public Service Company of New Hampshire
d/b/a Eversource Energy (Applicant)

9/24/2018
Date

CONCURRING SIGNATORIES:

Martha Roy, Town Administrator
Town of Newington

Date

Todd Selig, Town Manager
Town of Durham

Date

Attachment A



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
NEW ENGLAND DISTRICT, CORPS OF ENGINEERS
696 VIRGINIA ROAD
CONCORD, MASSACHUSETTS 01742-2751

May 4, 2015

Regulatory Division
CENAE-R-PEC
File Number: **NAE-2015-665**

Elizabeth Muzzey, Director and State Historic Preservation Officer
NH Division of Historical Resources
19 Pillsbury Street
Concord NH 03301-3570

Dear Ms. Muzzey:

This regards the construction of the new Seacoast Reliability Line (SRP) 115kV transmission line within the existing Right-of-Way (ROW) connecting Eversource's Madbury Substation to Eversource's Portsmouth substation in Portsmouth NH. The overhead transmission structures are all located within an existing right-of-way. In addition, one mile of underwater cable will be buried in Little Bay using jetplow technology. All construction vehicle access roads and workpads in sensitive resource areas will be covered with timber matting during construction with appropriate erosion controls as needed.

The application for a Section 404 and section 10 permit for the SRP project has been assigned file number NAE 2015-665. For purposes of our permit review, the Corps is evaluating the entire SRP project as one permit application and providing the permit area plans for each state to the appropriate state historic preservation office.

This Corps response letter is in answer to the March 20, 2015 letter request by Eversource's consultant Normandeau Environmental Consultants requesting a permit area determination for their project. Project plans were submitted by Normandeau identifying the sensitive areas, timber mat, and permanent fill for access and new pole placements for the project. A plan set is enclosed with this mailing for your use.

Corps jurisdictional areas are limited to wetlands or waters of the US. The Corps has determined their federal permit area for this project to be where the timber mat access way is established within wetlands and waters of the US along the right of way (ROW) for accessing the new transmission line pole locations. The undertaking consists of the use of timber mats on existing ATV trails which traverse wetlands along the ROW to access the new utility pole locations would have no potential to cause effects on resources. Work which does not involve the discharge of dredged or fill material in wetlands is not regulated by the Corps.

Section 106 of the National Historic Preservation Act states "The head of any Federal agency having direct or indirect jurisdiction over a proposed Federal or federally assisted undertaking in any State and the head of any Federal department or independent agency having authority to license any undertaking shall, prior to the approval of the expenditure of any Federal funds on the undertaking or prior to the issuance of any license, as the case may be, take into

Attachment A

account the effect of the undertaking on any district, site, building, structure, or object that is included in or eligible for inclusion in the National Register.”

We have reviewed and enclosed Normandeau's archeological sub-consultant, Victoria Bunker Inc. (VBI) Phase I-A Archeological Survey of the SRP corridor, and the historical sub-consultant, Archeological and Historical Services (AHS), historical review report for potential resource finds for the SRP line sensitivity assessment within the F 107 ROW. The SRP project is approximately 13-mile-long line utilizing an existing transmission right-of-way that already has overhead power lines. Approximately 1 mile will be a submarine cable under Little Bay between Durham and Newington.

A summary of Corps permit areas within the ROW and potential work efforts are:

Plan page 1, 2, 3, 4,

No Corps permit is required. No ground disturbing activities in Corps permit areas are proposed within a sensitive area.

Plan page 5

Sensitive area Durham 4 is access through uplands. No Corps permit is required. No ground disturbing activities in Corps permit areas are proposed within the sensitive area.

Plan Page 6

The location of new pole 37 is in the Corps permit area near sensitive area Durham 2. A phase 1B analysis of the ground disturbing activities for this structure is recommended.

Plan page 7

The location of new pole 49 is in the Corps permit area near sensitive area Durham 3. A phase 1B analysis of the ground disturbing activities for this structure is recommended.

Plan Page 8

The location of new pole 53 is in the Corps permit area near sensitive area Durham 5 and a phase 1B analysis of the ground disturbing activities for this structure is recommended. No ground disturbing activities are located within Durham 4 or Durham 6.

Plan page 9

The location of new pole 60 is in the Corps permit area near sensitive area 7 and a phase 1B analysis of the ground disturbing activities for this structure is recommended. No ground disturbing activities are located within Durham 8.

Attachment A

Plan page 10

The location of new pole 69 is in the Corps permit area and sensitive area Durham 10. A phase 1B analysis of the ground disturbing activities for this structure is recommended.

Plan page 11

No Corps permit is required. No ground disturbing activities in Corps permit areas are proposed within a sensitive area.

Plan pages 12

The location of new pole 80 is in the Corps permit area and sensitive area Durham 11. A phase 1B analysis of the ground disturbing activities for this structure is recommended.

Plan page 13

Pole 85 is within a Corps permit area and a sensitive area (Durham 13). A phase 1B analysis of the ground disturbing activities for this structure is recommended. No Corps permit is required in sensitive areas Durham 14, 15 or 16. No ground disturbing activities in wetlands are proposed within the sensitive area.

Plan Page 14

Pole 90, 92, and 93 located in sensitive area Durham 17 are within a Corps permit area. A phase 1B analysis of the ground disturbing activities for these structures is recommended.

Plan page 15

Pole 96 is within a Corps permit area and a sensitive area (Durham 18). A phase 1B analysis of the ground disturbing activities for this structure is recommended.

Plan page 16

No Corps permit is required in sensitive areas Durham 19. No ground disturbing activities in wetlands are proposed within the sensitive area.

Plan page 17

Pole 108, 110, 111, and 112 are within a Corps permit area and sensitive areas. A phase 1B analysis of the ground disturbing activities for this structure is recommended.

Attachment A

Plan page 18, 19

A phase 1B is not required for the jetplowing area. In a meeting between Eversource and the DHR on April 4, 2015, the DHR did not express any concern for resources in this area and agrees with the Bunker report stating that "no further archeological survey is recommended".

Plan Page 20

Pole 113 is within a Corps permit area and located near sensitive area New 1. A phase 1B analysis of the ground disturbing activities for these structures is recommended.

Plan Page 21

Pole 117 is within a Corps permit area and located near sensitive area New 3. A phase 1B analysis of the ground disturbing activities for these structures is recommended. No ground disturbing activities in wetlands are proposed within sensitive areas New 2 and New 4.

Plan Page 22

No Corps permit areas are found within sensitive area New 5.

Plan Page 23

Pole 126 is within a Corps permit area and located near sensitive area New 6. A phase 1B analysis of the ground disturbing activities for these structures is recommended.

Plan pages 24, 25, 26, 27, 28

No ground disturbing activities in sensitive areas are proposed. 1B is not required


To summarize, a phase 1B is recommended for ground disturbing activities associated with pole locations 37, 49, 53, 60, 69, 80, 85, 90, 92, 93, 96, 108, 110, 111, 112, 113, 117, & 126.

Enclosed for your use are the phase 1A reports associated with this project. Please contact us if there are any resources which have not been reported to the Corps.

Attachment A

Please either contact me or have a member of your staff contact David Keddell of my staff at 978-318-8692 with your resource determination or if you have any questions or comments concerning the Corps permit areas.

Sincerely,


Frank J. Delgiudice
Chief, Regulatory Division Branch C

Attachments

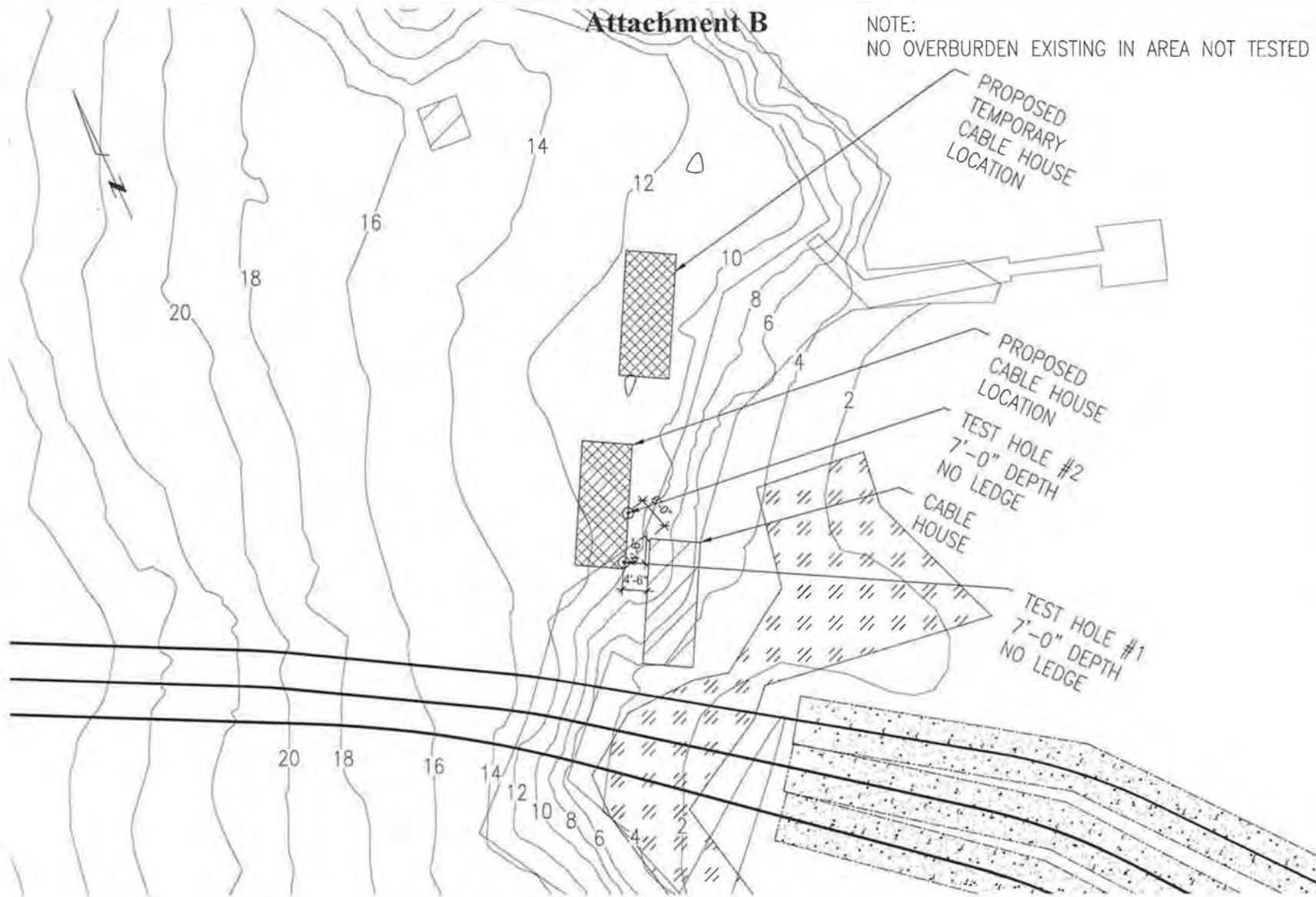
Copy Furnished:

Laura V. Games, Esq., Project Siting and Permitting Specialist Transmission Group, PSNH
Energy Park, 780 North Commercial Street, Manchester, NH 03101

Sarah Allen, Principal Wetland Scientist, Normandeau Associates, Inc, 25 Nashua Road,
Bedford, New Hampshire 03110

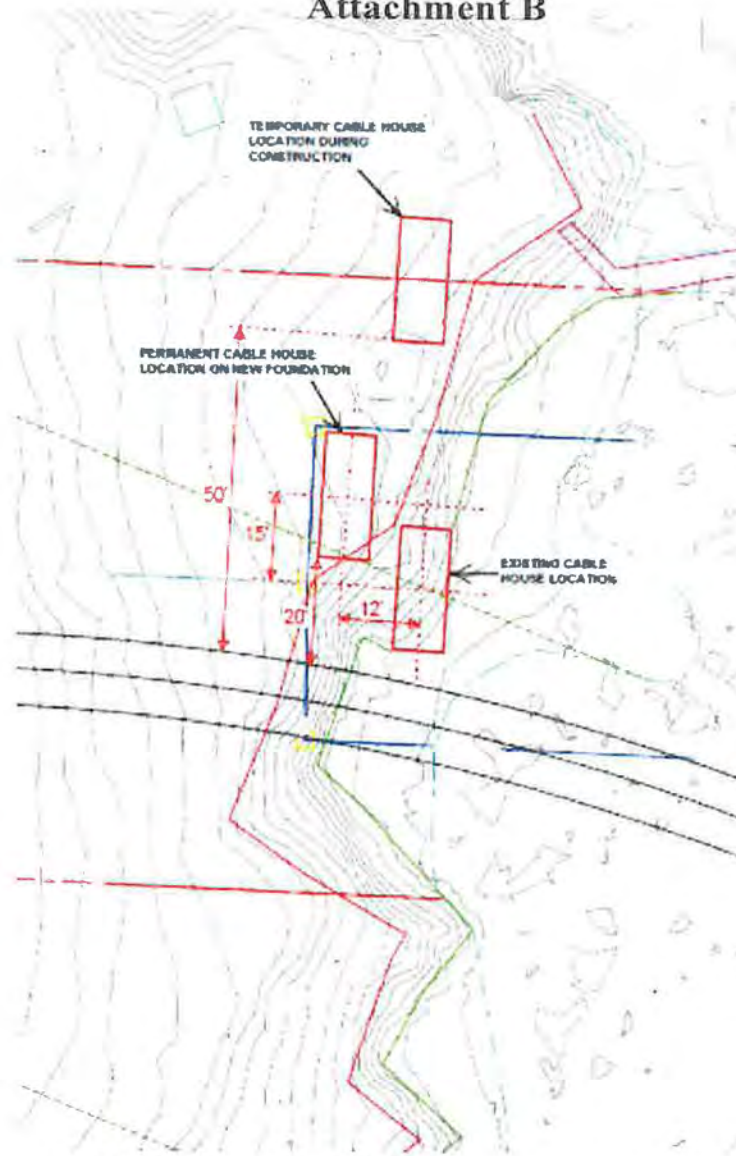
Attachment B

NOTE:
NO OVERBURDEN EXISTING IN AREA NOT TESTED



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| STRUCTURAL ENGINEER | | |
| 27 SARGENT RD. ANDOVER, MASSACHUSETTS 01810 978-686-1111 200 VICTORY DRIVE CHILLICOTTE, MA 01025 413-253-0000 | | |
| | | |
| PROJECT: CABLE SWITCH HOUSE | | |
| 295 DURHAM POINT ROAD, DURHAM, NH | | |
| SHEET TITLE: TOPOGRAPHIC PLAN | | |
| # | REVISION | DATE |
| | REVISION | |
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| FOR REVIEW | | |
| PRODUCT NO: 170417 | | |
| DRAWN: MNG | | |
| SCALE: AS-NOTED | | |
| DATE: 12-07-2017 | | |
| SHEET NO: S0.0 | | |

Attachment B



SITE/LOCATION PLAN

SCALE: NOT TO SCALE

STRUCTURAL ENGINEER
 27 MAY 2017 10
 PROJECT NO. 170417
 10-10-1000
 200-100-1000
 200-100-1000
 200-100-1000
 200-100-1000
FIRE TOWER
 ENGINEERING & DESIGN

PROJECT
CABLE SWITCH HOUSE
 295 DURHAM POINT ROAD, DURHAM, NH
SHEET TITLE
SITE/LOCATION PLAN

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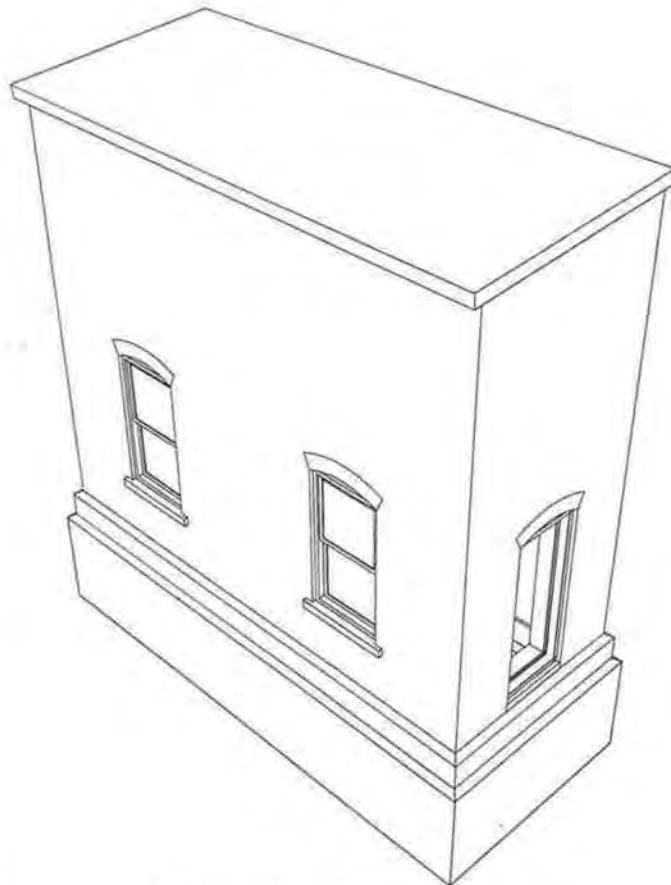
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DATE: 12-07-2017

SHEET NO.

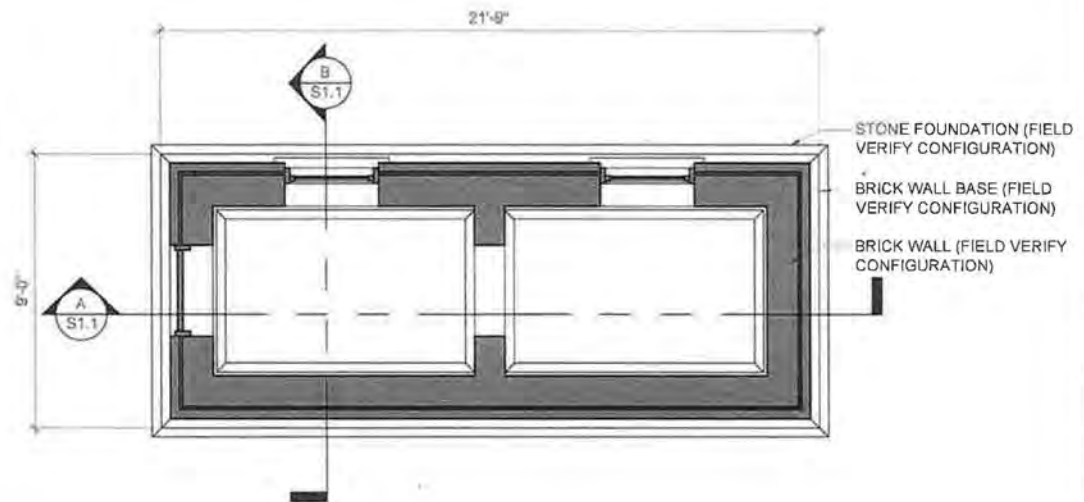
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Attachment B



ISOMETRIC VIEW

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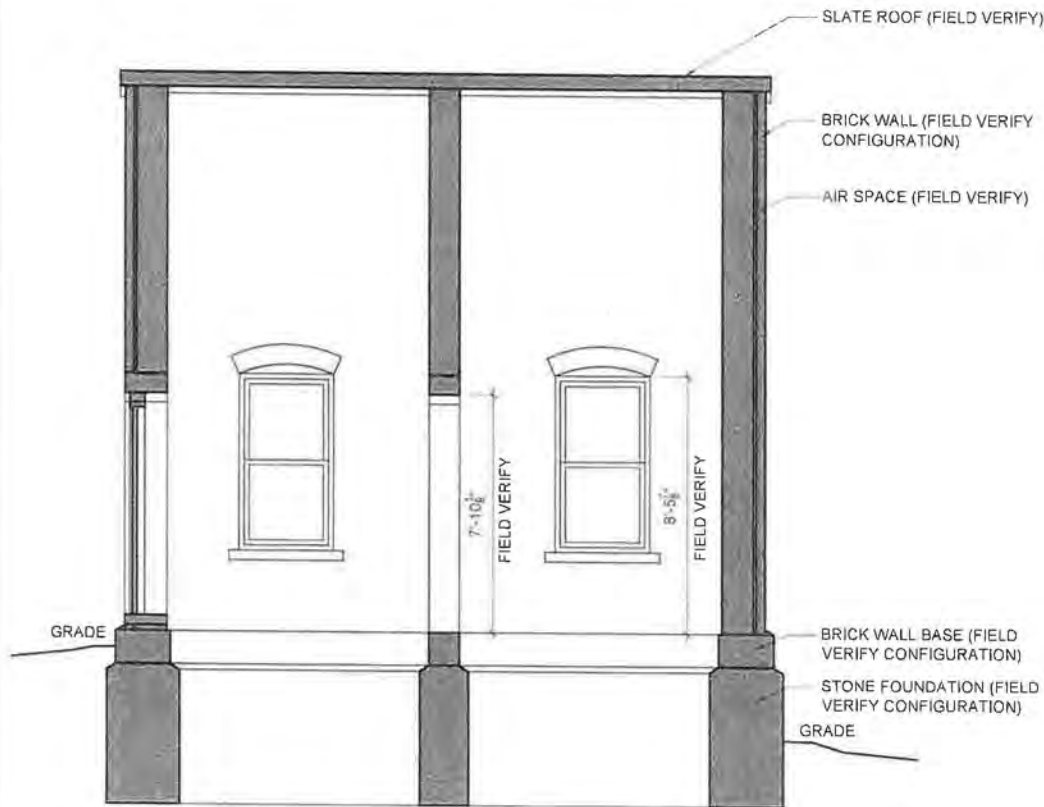


FLOOR PLAN

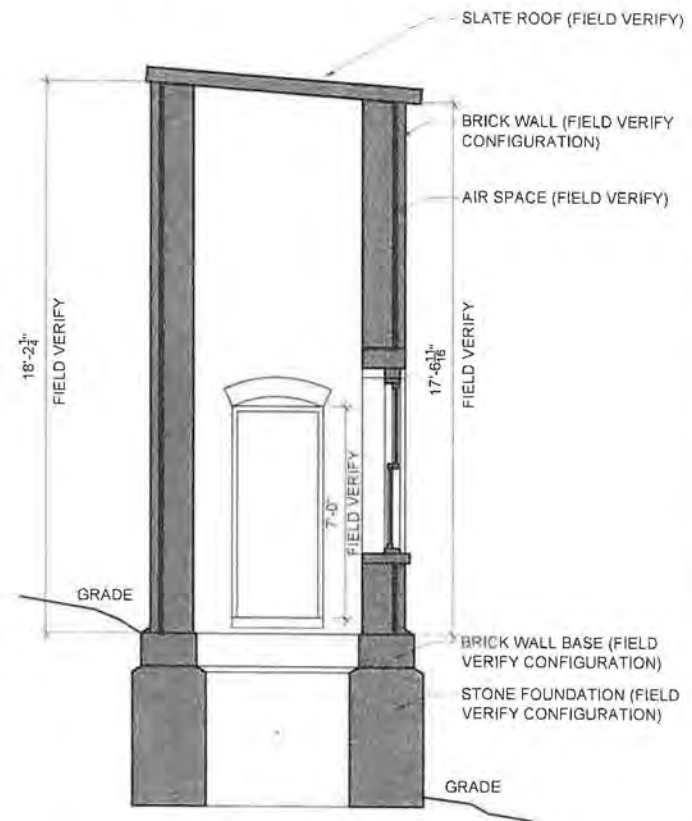
SCALE: 1/4" = 1'-0"

| | | |
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| STRUCTURAL ENGINEER 27 SANDHILL DR FARMINGTON, NH 03825 603.254.4000 JONATHAN S. SULLIVAN LICENSE NO. 00123 12-07-2017 | | |
| FIRE TOWER ENGINEERING & ARCHITECTURE | | |
| CABLE SWITCH HOUSE 295 DURHAM POINT ROAD, DURHAM, NH ISOMETRIC AND PLAN VIEWS | | |
| # | REVISION | DATE |
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| PROJECT NO: 170417 | | |
| DRAWN: MNG | | |
| SCALE: AS-NOTED | | |
| DATE: 12-07-2017 | | |
| SHEET NO: S1.0 | | |

Attachment B



A BUILDING SECTION
SCALE: 1/4" = 1'-0"



B BUILDING SECTION
SCALE: 1/4" = 1'-0"



CABLE SWITCH HOUSE
295 DURHAM POINT ROAD, DURHAM, NH
BUILDING SECTIONS

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FOR REVIEW

PROJECT NO. 170417

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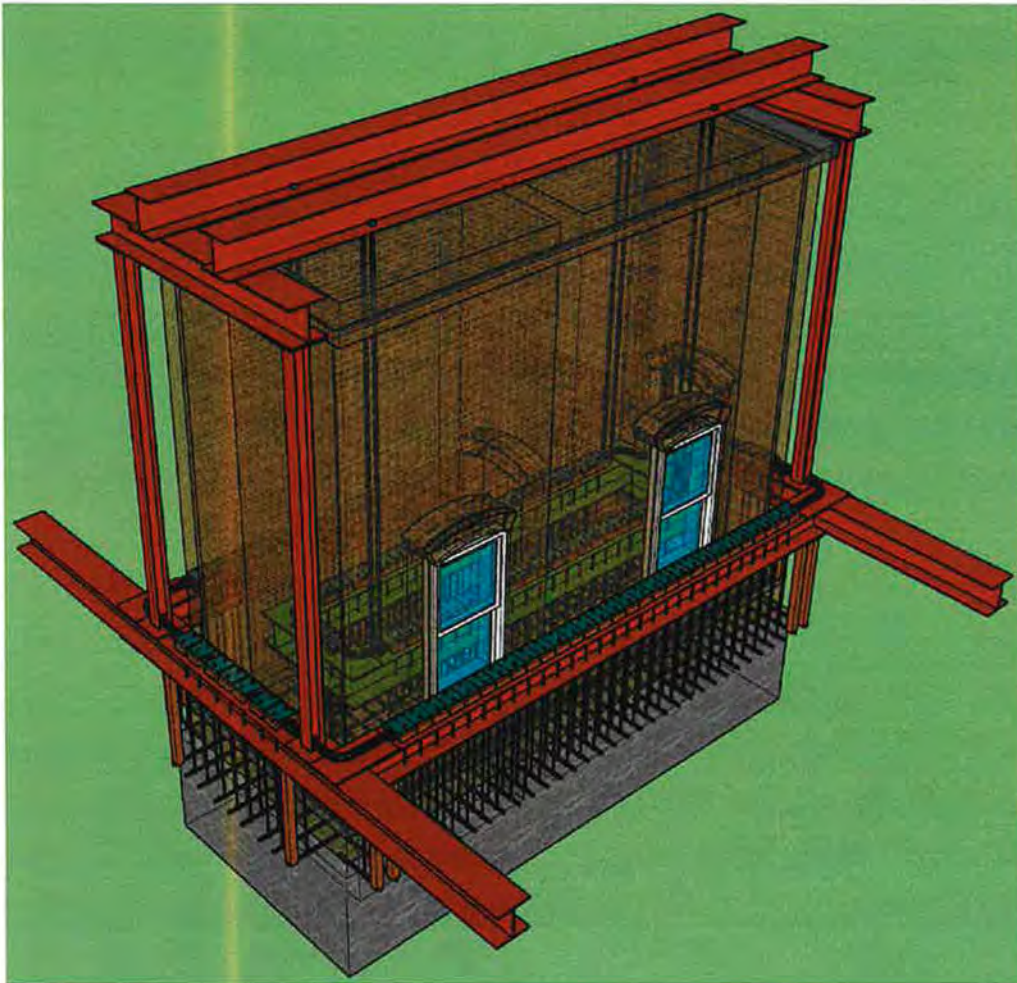
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DATE: 12-07-2017

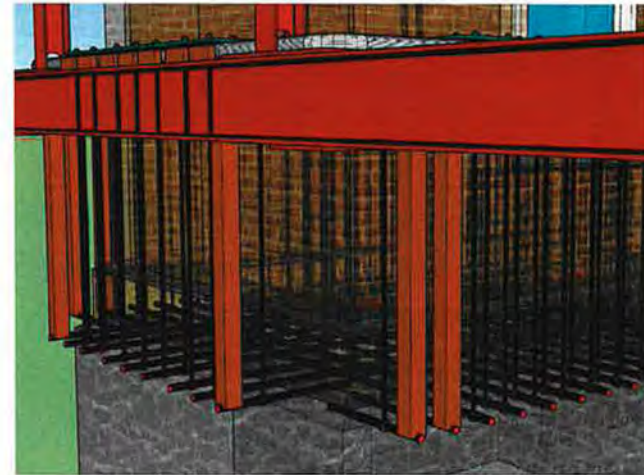
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S1.1

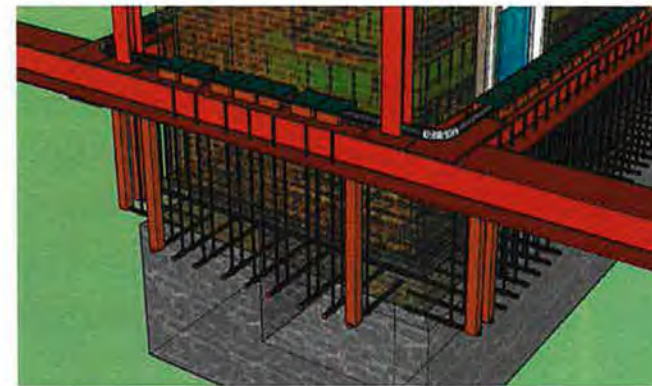
Attachment B



SOUTHEAST SIDE OF STRUCTURE.



AT BOTTOM OF BRICK 2" HOLES WILL BE DRILLED THROUGH THE BUILDING WALLS SO THAT HORIZONTAL RODS CAN PASS THROUGH STRUCTURE.



VERTICAL BARS GO FROM HORIZONTAL BARS TO STEEL PLATES THAT ARE ARE BEING SUPPORTED BY A 3" FIRE HOSE.

STRUCTURAL ENGINEER

27 Main Ave., 2nd
Floor, Durham, NH 03824
203.876.1000
203.876.1001
203.876.1002

FIRE TOWER
ENGINEERING & DESIGN

PROJECT: CABLE SWITCH HOUSE

295 DURHAM POINT ROAD, DURHAM, NH

RELOCATION IMAGES

| # | REVISION | DATE |
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| 1 | REVISION | |
| 2 | REVISION | |
| 3 | REVISION | |
| 4 | REVISION | |
| 5 | REVISION | |

FOR REVIEW

PROJECT NO: 170417

DRAWN: MNG

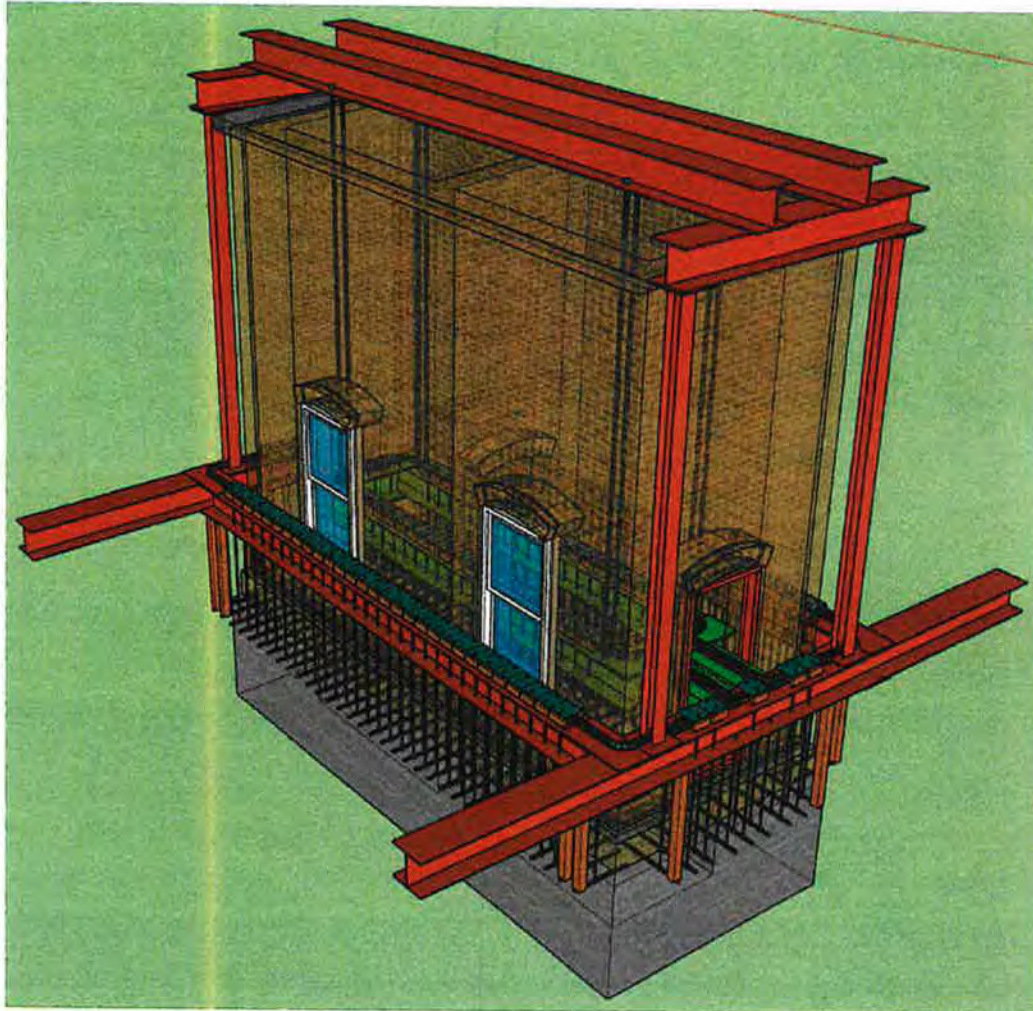
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DATE: 12-07-2017

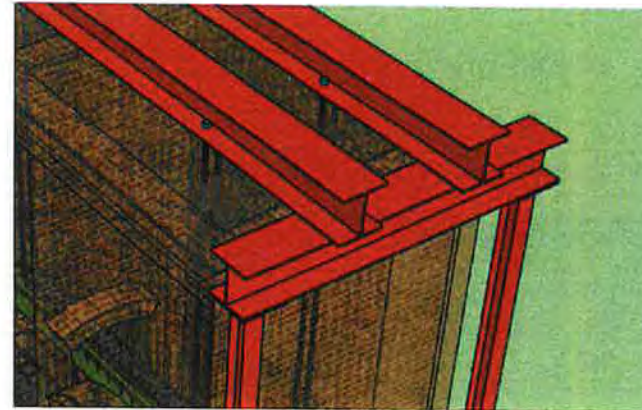
SHEET NO:

S2.0

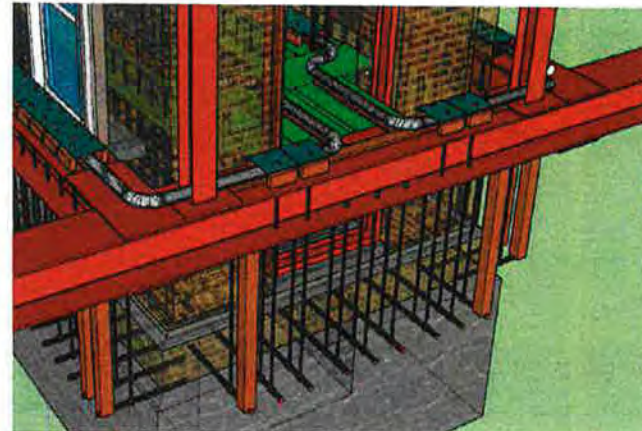
Attachment B



NORTHEAST SIDE OF STRUCTURE.



2 HORIZONTAL BEAMS WILL SUPPORT 8 VERTICAL BARS THAT WILL PASS THROUGH ROOF TO SUPPORT INTERIOR FRAMING.



3" HOSE WILL MAKE A PERIMETER AROUND THE EXTERIOR OF THE BUILDING AND PASS THROUGH THE DOOR OPENING TO FORM A LOOP ON THE INTERIOR FRAMING.

STRUCTURAL ENGINEER:

27 South Main, Suite 200
Durham, NH 03824
603.288.1111

FIRE TOWER
ENGINEERING

CABLE SWITCH HOUSE

295 DURHAM POINT ROAD, DURHAM, NH

RELOCATION IMAGES

| # | REVISION | DATE |
|---|----------|------|
| 1 | REVISION | |
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FOR REVIEW

PROJECT NO. 170417

DRAWN MNG

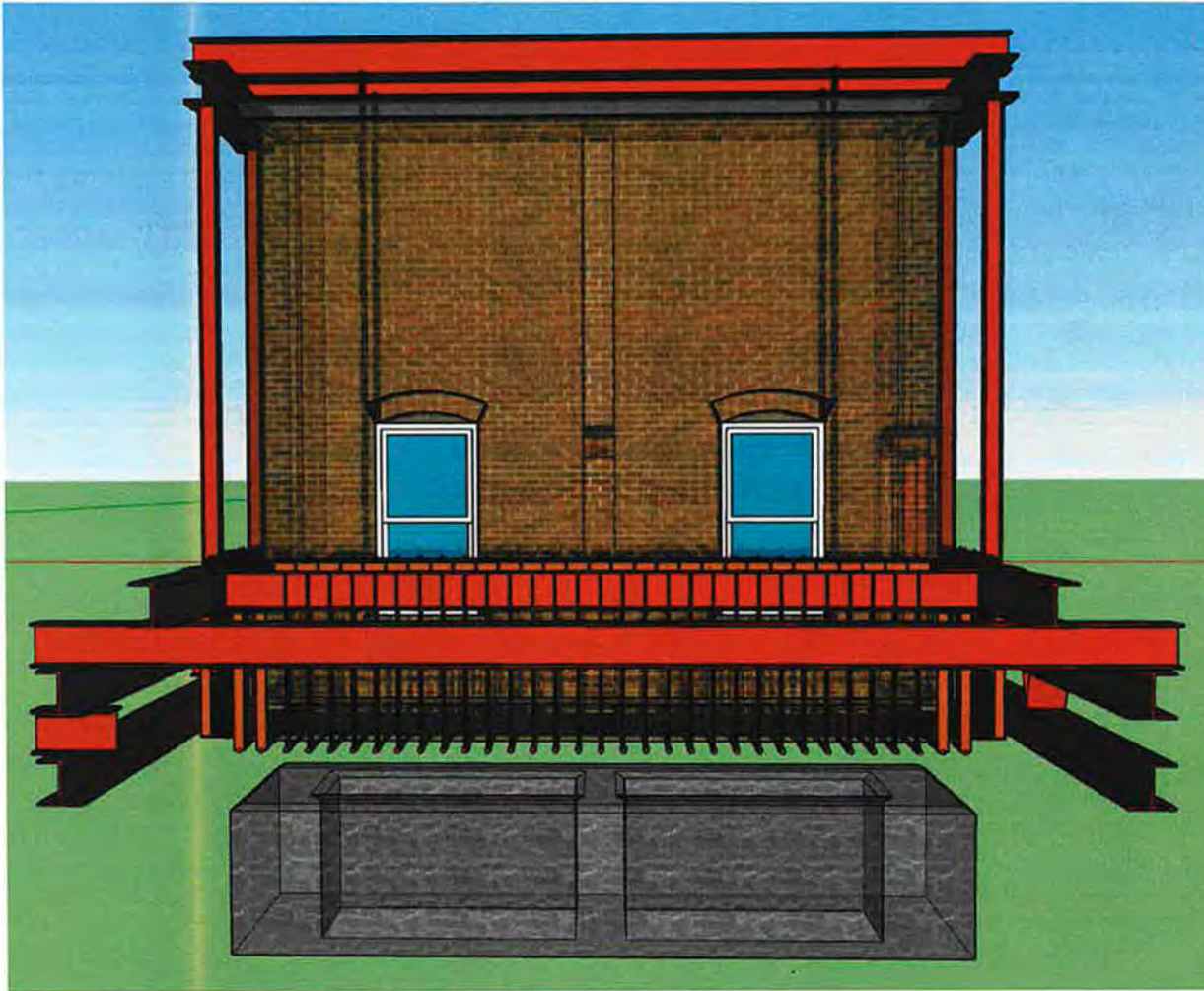
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DATE 12-07-2017

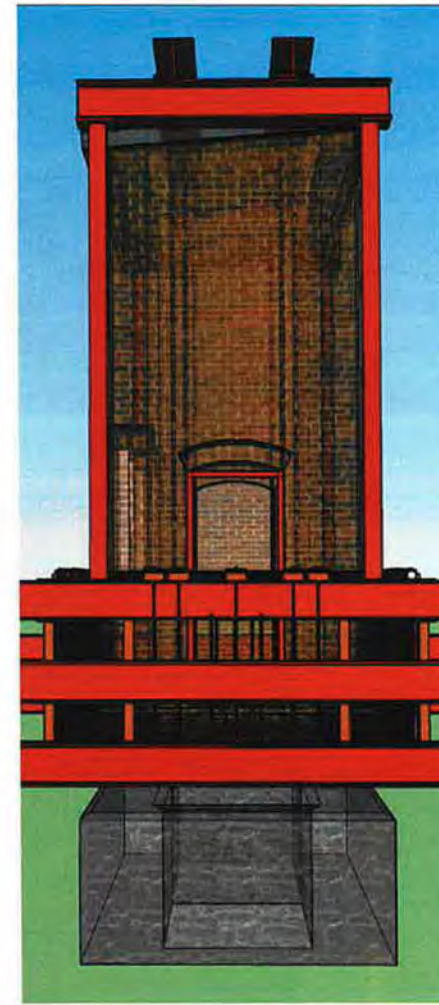
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S2.1

Attachment B



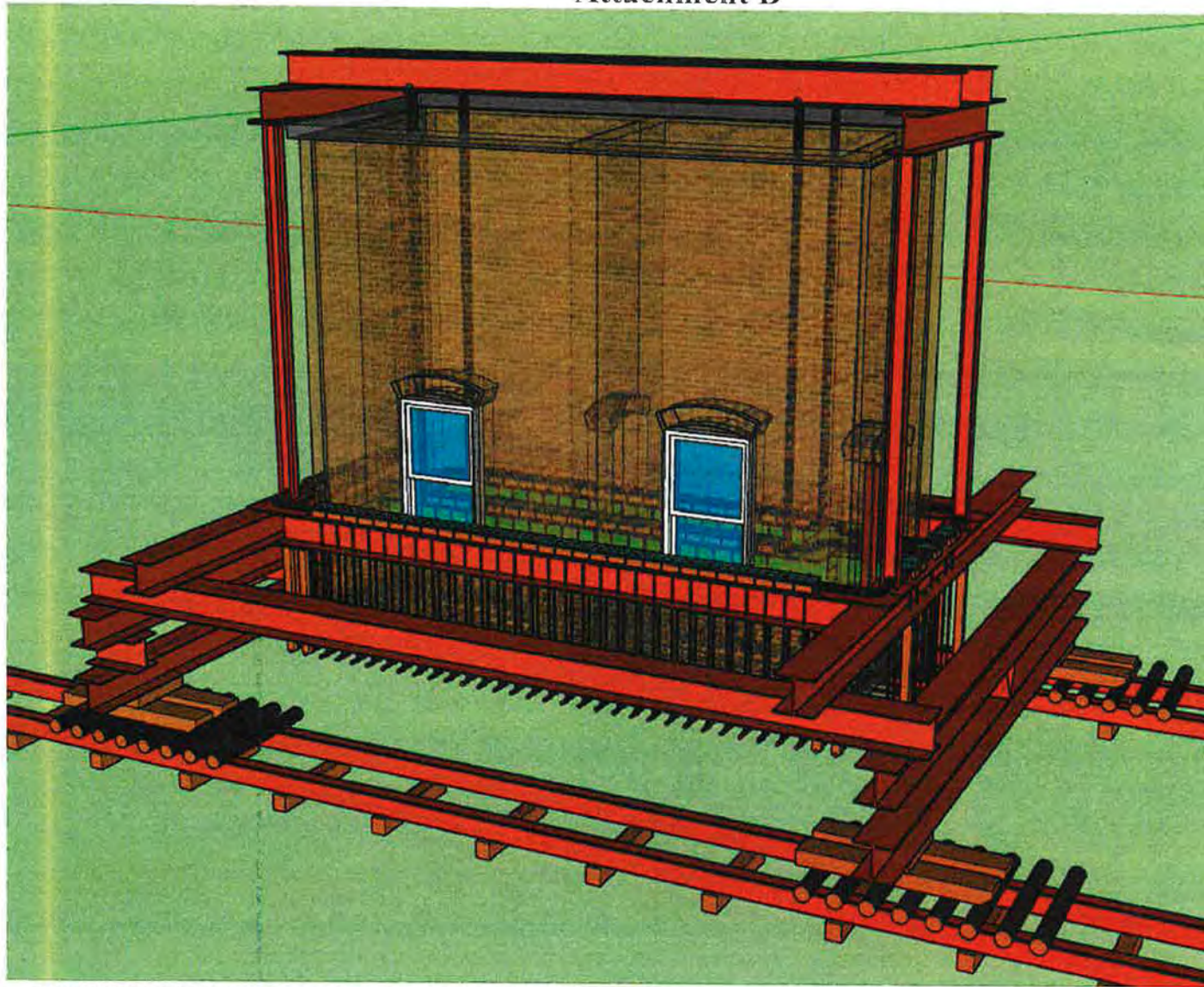
VIEW OF EAST SIDE OF STRUCTURE. ADDITIONAL FRAMING TO LIFT BUILDING FROM FOUNDATION.



VIEW OF NORTH SIDE OF STRUCTURE.

| | | |
|---|----------|------|
| STRUCTURAL ENGINEER | | |
| 27 WINDY HILL RD ANDOVER, MA 01810 978-686-1000 978-686-1001 978-686-1002 | | |
| | | |
| PROJECT | | |
| CABLE SWITCH HOUSE | | |
| 295 DURHAM POINT ROAD, DURHAM, NH | | |
| SHEET TITLE | | |
| RELOCATION IMAGES | | |
| # | REVISION | DATE |
| | REVISION | |
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| FOR REVIEW | | |
| PROJECT NO. 170417 | | |
| DRAWN: MNG | | |
| SCALE: AS-NOTED | | |
| DATE: 12-07-2017 | | |
| SHEET NO. S2.2 | | |

Attachment B



STRUCTURE WILL BE PLACED ON HEAVY TIMBER SHOES, WITH ROLLERS ON STEEL TRACKS AND WILL BE MOVED TO TEMPORARY LOCATION.

STRUCTURAL ENGINEER
 STANDARD IN
 PROFESSIONAL DESIGN
 10-1-17-18
 1000 WINDYBROOK
 FARM, DURHAM, NH
 03824
FIRE TOWER
 ENGINEERED TIMBER INC.

PROJECT
CABLE SWITCH HOUSE
 295 DURHAM POINT ROAD, DURHAM, NH
 SHEET TITLE
 RELOCATION IMAGES

| # | REVISION | DATE |
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FOR
REVIEW

PROJECT NO. 170417

DRAWN: MNG

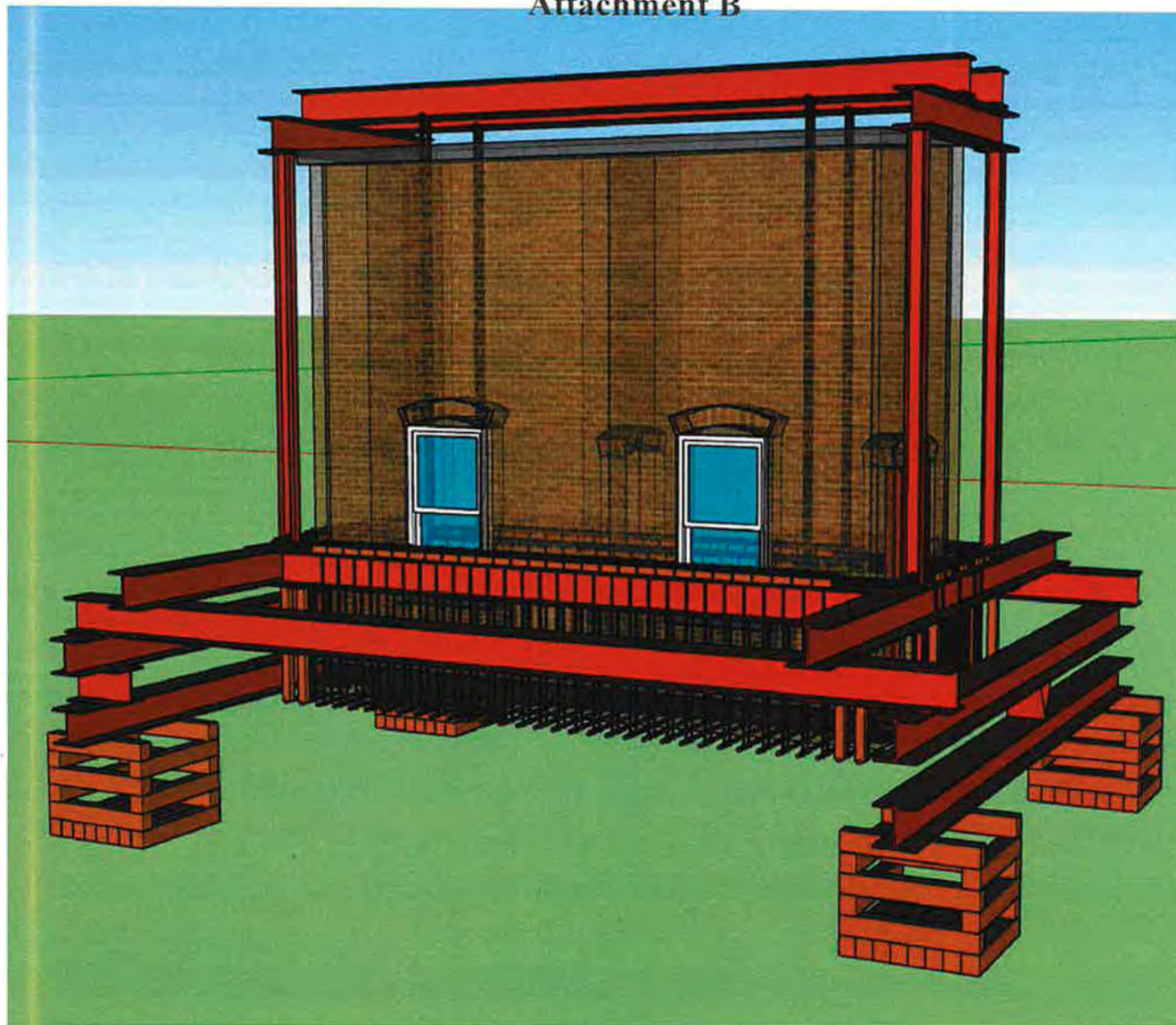
SCALE: AS-NOTED

DATE: 12-07-2017

SHEET NO.

S2.3

Attachment B



FOR STORING ON THE TEMPORARY LOCATION THE STRUCTURE WILL BE PLACED ON HEAVY TIMBER CRIBBING, WITH FOAM PADDING FOR VIBRATION BETWEEN STEEL BEAM AND TIMBER.

STRUCTURAL ENGINEER

27 SUGAR, IN
PROVIDENCE, RI 02908
300 WEST STREET
SUITE 100, 02908
401-845-1111

FIRE TOWER
ENGINEERED TIMBER

PROJECT: **CABLE SWITCH HOUSE**

295 DURHAM POINT ROAD, DURHAM, NH

SHEET TITLE: **RELOCATION IMAGES**

| # | REVISION | DATE |
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FOR: **REVIEW**

PROJECT NO: **170417**

DESIGNER: **MNG**

SCALE: **AS-NOTED**

DATE: **12-07-2017**

SHEET NO: **S2.4**

Attachment B

EARTHWORK:

1. COMPLIANCE OF SOIL COMPACTION AND OTHER MEASURES TAKEN TO ACHIEVE THE ALLOWABLE BEARING PRESSURE IN AREAS OF BACKFILL SHALL BE FIELD VERIFIED BY A QUALIFIED SOILS ENGINEER.

FOUNDATION SPECIFICATIONS:

1. THE BUILDING FOOTINGS HAVE BEEN DESIGNED USING AN ASSUMED MINIMUM ALLOWABLE SOIL BEARING PRESSURE OF 2000 PSF.
2. IT IS THE RESPONSIBILITY OF THE FOUNDATION CONTRACTOR TO CAREFULLY REVIEW ALL WORKING DRAWINGS AND DETAILS FOR ACCURACY AND CONSISTENCY. ONLY DRAWINGS MARKED "FOR CONSTRUCTION" SHALL BE USED FOR CONSTRUCTION WORK. FIRE TOWER ENGINEERED TIMBER CANNOT BE HELD RESPONSIBLE FOR WORK INITIATED INCORRECTLY DUE TO MISUNDERSTANDING OR MISINTERPRETATION. IF THERE ARE ANY QUESTIONS AFTER FOUNDATION PLANS HAVE BEEN REVIEWED, PLEASE CALL FIRE TOWER ENGINEERED TIMBER BEFORE INITIATING ANY WORK.

CONCRETE SPECIFICATIONS:

1. ALL CONCRETE SHALL BE PLACED AND CURED IN ACCORDANCE WITH ACI STANDARDS.
2. UNLESS NOTED OTHERWISE, CONCRETE SHALL HAVE A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF F'C = 4,000PSI, WITH ALL SLABS F'C = 4,000PSI. ALL CONCRETE EXPOSED TO WEATHER SHALL CONTAIN 6% AIR ENTRAINMENT OR SHOW EQUIVALENT FREEZE-THAW PROTECTION.
3. ALL FOOTINGS, POST PADS, AND SLABS ARE TO BE PLACED ON UNDISTURBED SOIL OR WELL-COMPACTED FILL, OR PINNED TO CLEANED LEDGE. ALL FOOTINGS ARE TO BE PLACED BELOW FROST LINE (48") AND STEPPED, AS REQUIRED BY LOCAL BUILDING CODE. ISOLATED PIER FOOTINGS SHALL BE 60" BELOW FROST LINE.
4. FOUNDATION WALLS ARE TO BE PLUMB, SQUARE, AND SIZED TO WITHIN A 1/4" OF RELATIVE ELEVATIONS SHOWN ON PLANS.
5. VERTICAL CONTRACTION JOINTS FOR FULL HEIGHT WALLS TO BE LOCATED 15 FEET FROM INTERIOR CORNERS (MINIMUM) AND SPACED 30 FEET CENTER TO CENTER (MINIMUM). JOINTS ARE TO RUN FROM FOOTING TO TOP OF WALL, AND BE FORMED ON BOTH SIDES OF THE FOUNDATION WALL.
6. PROVIDE A 6-MIL POLYETHYLENE VAPOR RETARDER WITH JOINTS LAPPED NOT LESS THAN 6" BETWEEN THE SUBGRADE AND CONCRETE FLOOR SLABS.
7. SUB-SLAB PREPARATION, DAMP-PROOFING OR WATERPROOFING, ANY SUB-SLAB ELECTRICAL, PLUMBING OR RADON PIPING, AND ALL FOOTINGS AND FLOOR DRAINS TO BE COORDINATED BY GENERAL CONTRACTOR.
8. PRESSURE TREATED SILLS ARE TO BE ANCHORED TO FOUNDATION WITH 5/8"x12" ANCHOR BOLTS. PROVIDE SILL GASKET. THE ANCHOR BOLTS ARE TO BE LOCATED 48" O/C, 6" FROM THE CORNERS, CENTERED ON THE WALL (1 3/4" MINIMUM FROM EDGES), AND EXPOSED 2 1/2", UNLESS OTHERWISE SPECIFIED.
9. CONTRACTOR TO PROVIDE AND INSTALL FOUNDATION VENTS PER APPLICABLE CODES.
10. POCKETS IN FOUNDATION WALLS FOR ENDS OF CARRYING BEAMS ARE TO BE SIZED AND LOCATED ACCORDING TO PLANS.
11. SLAB ON GRADE CONCRETE SHALL BE 4" THICK WITH #4 REBAR RUNNING AT 16" O.C. EACH WAY, CENTERED IN THE SLAB. CONFIRM WITH ARCHITECT BEFORE USING FIBERS OR OTHER REINFORCEMENT ADDITIONS SINCE SLAB IS FINISHED FLOOR SURFACE.
12. SUPPLY CONTROL JOINTS IN SLABS TO CREATE APPROXIMATELY SQUARE SHAPED SECTIONS WITH NO RE-ENTRANT CORNERS. JOINTS MAY BE CONSTRUCTION JOINTS, SAWN JOINTS, OR PREMOLDED JOINT STRIPS AT THE CONTRACTORS OPTION. MAXIMUM JOINT SPACING SHALL NOT EXCEED 15'.
13. CONCRETE SHALL HAVE A MINIMUM COVER ACCORDING TO:

| | |
|----------------------|---------------------------------|
| - FOOTINGS (TO SOIL) | 3" |
| - PIERS | 2" |
| - PILASTERS | 1 1/2" |
| - SLABS | 1 3/4" FROM TOP, 3" FROM BOTTOM |
| - WALLS | 1 1/2" |

REINFORCING SPECIFICATIONS:

1. CRACK CONTROL JOINTS TO BE INCLUDED, PER LOCAL REQUIREMENT.
2. REINFORCING BARS (REBAR) #4 THROUGH #6 SHALL BE ASTM A615-GRADE 60 AND REINFORCING BARS #3 SHALL BE GRADE 40. LAP SPLICES SHALL BE A MINIMUM OF 24 BAR DIAMETERS (12" FOR #4 REBAR) LONG.
3. AT ALL FOUNDATION WALL CORNERS, HORIZONTAL BARS ARE TO BE MADE CONTINUOUS AROUND THE CORNER. BEND BARS AS REQUIRED, LAP SPLICES TO BE A MINIMAL 24 BAR DIAMETERS.
4. REINFORCING STEEL SHALL HAVE THE FOLLOWING YIELD STRENGTHS:
 - 40,000psi FOR #3 REBAR
 - 60,000psi FOR #4 & LARGER REBAR
 UNLESS NOTED OTHERWISE ON THESE STRUCTURAL DRAWINGS, ALL REBAR ARRANGEMENT AND BENDING SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE ACI DETAILING MANUAL (ACI SP-66).

STRUCTURAL ENGINEER

07/04/2014
PROJECT NO. 170417
200 010.0 (REV)
01/01/2014
01/01/2014

FIRE TOWER
ENGINEERED TIMBER

CABLE SWITCH HOUSE
295 DURHAM POINT ROAD, DURHAM, NH
FOUNDATION SPECIFICATIONS

| # | REVISION | DATE |
|---|----------|------|
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| | REVISION | |

FOR REVIEW

PROJECT NO: 170417

Company: MNG

SCALE: AS-NOTED

DATE: 12-07-2017

SHEET NO:

S3.0

Attachment B

5. WHEN THE AVERAGE DAILY TEMPERATURE IS EXPECTED TO BE BELOW 40°F FOR THREE CONSECUTIVE DAYS, COLD WEATHER CONCRETING REQUIREMENTS SHALL BE FOLLOWED. WHEN THE AMBIENT OR CONCRETE TEMPERATURES ARE EXPECTED TO BE ABOVE 90°F OR STEEL AND FORMING MATERIAL ABOVE 120°F, HOT WEATHER CONCRETING REQUIREMENTS SHALL BE FOLLOWED.

COLD WEATHER CONCRETING

- CONCRETE SHALL NOT BE INSTALLED WHEN SUBJECT TO FREEZING TEMPERATURES, UNLESS FOLLOWING ACI PROCEDURES FOR CURING UNDER SUCH ADVERSE CONDITIONS.
- CONCRETE SHALL NOT BE PLACED ON FROZEN SUBGRADE.
- SNOW, ICE, AND FROST SHALL BE REMOVED FROM ALL REINFORCING, FORMS, AND OTHER SURFACES WHICH WILL BE IN CONTACT WITH THE CONCRETE.
- CONCRETE SHALL BE PROTECTED AGAINST DAMAGE FROM FREEZING FOR A MINIMUM OF 3 DAYS AFTER PLACEMENT.
- WHEN FREEZING TEMPERATURES MAY OCCUR, BUT IN SHORT ENOUGH DURATION TO NOT BE CLASSIFIED AS COLD WEATHER, PROTECT CONCRETE FROM FREEZING FOR AT LEAST 24 HOURS AFTER CONCRETE PLACEMENT.
- TEMPERATURES OF CONCRETE SHALL BE MEASURED AT THE CONCRETE SURFACE, AND RECORDED FOR THE FIRST 3 DAYS AFTER PLACEMENT AT THE BEGINNING, MIDDLE, AND END OF EACH WORK DAY.
- THE TEMPERATURE OF THE CONCRETE SHALL NOT FALL BELOW:

| | |
|-----------------|-------|
| LEAST DIMENSION | TEMP. |
| >72" | 40°F |
| 36-72" | 45°F |
| 12-36" | 50°F |
| <12" | 55°F |
- IF TEMPERATURE REQUIREMENTS ARE NOT MAINTAINED DURING THE REQUIRED PROTECTION PERIOD, CONTACT ENGINEER OF RECORD TO DETERMINE AMOUNT OF TIME REQUIRED TO EXTEND PROTECTION PERIOD.

HOT WEATHER CONCRETING

- IF CONDITIONS DUE TO HEAT OR WIND INCREASE THE RISK OF ACCELERATED CURING, CONCRETE SHALL BE MODIFIED WITH THE ADDITION OF RETARDING ADMIXTURES. APPROVAL BY THE ENGINEER OF RECORD IS REQUIRED.
- WATER SHALL NOT BE ADDED TO THE CONCRETE MIXES TO INCREASE WORKABILITY. ANY WATER REDUCTION AGENTS SHALL BE APPROVED BY THE ENGINEER OF RECORD BEFORE ADDING TO THE MIX.
- CONCRETE SHALL NOT EXCEED 90°F AT TIME OF PLACEMENT. CHILLED WATER, ICE, OR COOLED AGGREGATE MAY BE USED, PROVIDED THAT THE PROPER W/C RATIO IS MAINTAINED.

CAST IN PLACE TOLERANCES:

1. CONCRETE COVERED AS MEASURED PERPENDICULAR FROM THE SURFACE IN THE DIRECTION OF MEASUREMENT SHALL NOT EXCEED 3/8".
2. PLACEMENT OF FOOTINGS SHALL BE WITHIN THE FOLLOWING:

| | |
|-------------------|----------------|
| LEVEL ALIGNMENT | - 2" to + 1/2" |
| LATERAL ALIGNMENT | ± 2" |
3. DIMENSIONS OF FOOTINGS SHALL BE WITHIN THE FOLLOWING:

| | |
|-----------|-----------------------|
| FORMED | - 1/2" to + 2" |
| EARTHCAST | < 2' W - 1/2" to + 3" |
| | > 2' W - 1/2" to + 6" |
| THICKNESS | ± 1/2" |
4. THE TOP OF FOOTING SLOPE SHALL NOT EXCEED 1 IN 10.

MASONRY:

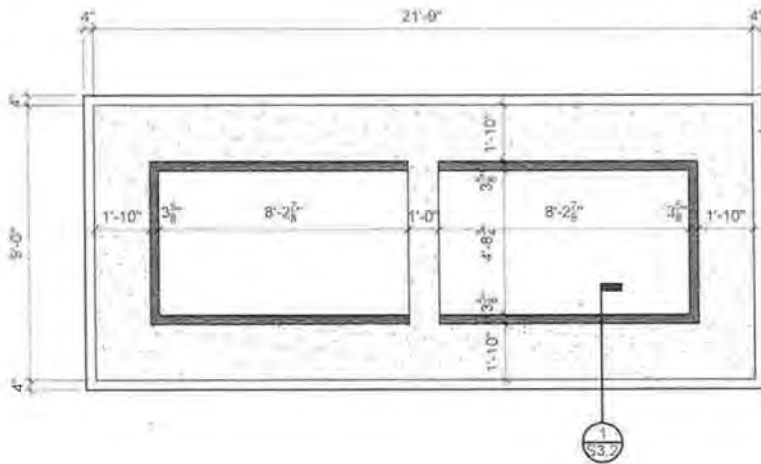
1. MASONRY SHALL BE LAID IN A RUNNING BOND PATTERN WITH TYPE M MORTAR BELOW GRADE, TYPE S MORTAR ABOVE GRADE.
2. WHERE GROUTED CELLS ARE CALLED OUT, GROUT SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3,000psi AND CONSIST OF PEA GRAVEL (3/4" MAX) AGGREGATE.
3. GROUT POURS ABOVE 5' SHALL HAVE CLEANOUTS PROVIDED IN THE BOTTOM COURSE OF MASONRY.
4. SOLID BLOCK, OR SOLID GROUTED CMUS SHALL BE PROVIDED IN ALL COURSES IMMEDIATELY ADJACENT (ABOVE OR BELOW) ANY CHANGES IN THE WALL THICKNESS.
5. A MINIMUM OF ONE #4 VERTICAL IS REQUIRED AT THE END OF EACH WALL, CORNER, AND EACH END OF CONTROL JOINTS.
6. QUALITY ASSURANCE AND OTHER DETAILS NOT SPECIFIED HEREIN SHALL BE IN ACCORDANCE WITH ACI 530-05.

STRUCTURAL STEEL:

1. FABRICATION AND ERECTION OF ALL STRUCTURAL STEEL SHALL CONFIRM WITH THE LATEST EDITION OF THE AISC MANUAL OF STEEL CONSTRUCTION, ASD.
2. ALL CONNECTIONS NOT SPECIFICALLY DETAILED ON THESE PLANS SHALL BE DETAILED BY THE FABRICATOR.
3. NO CUTS, HOLES, OR COPIES SHALL BE MADE IN THE FIELD. ONLY THOSE SHOWN ON THE FABRICATOR SHOP DRAWINGS, AND MADE IN THE SHOP, SHALL BE PERMITTED.
4. SPlicing OF MEMBERS IS NOT ALLOWED, UNLESS SPECIFICALLY CALLED OUT OR APPROVED BY THE ENGINEER OF RECORD.
5. TEMPORARY BRACING, GUYS, AND OTHER LATERAL SUPPORT SHALL BE PROVIDED UNTIL THE BUILDING FRAME IS COMPLETELY INSTALLED.
6. ALL WELDS SHALL BE MADE WITH E70XX TYPE ELECTRODES.

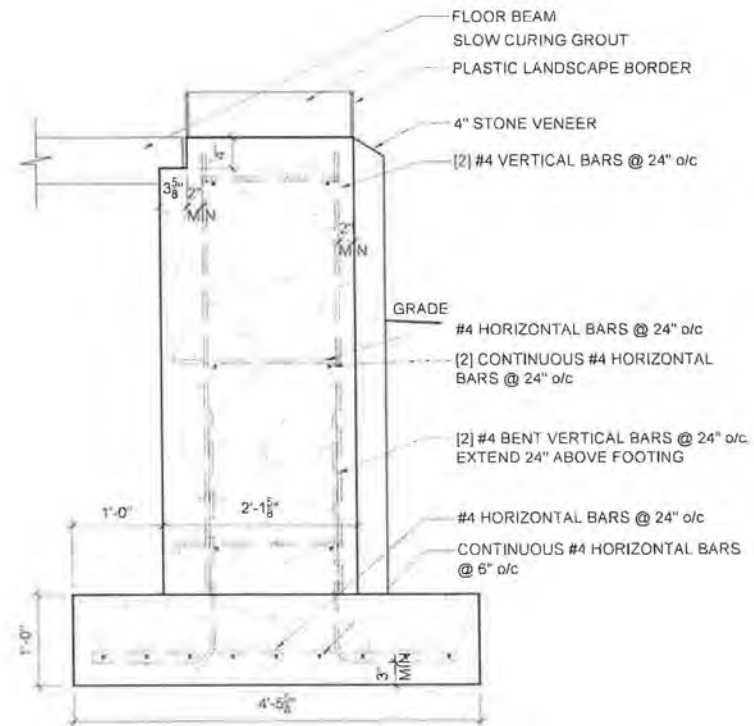
| <small>STRUCTURAL ENGINEER</small> | | | | | | | | | | | | | | | | | | | |
|---|----------------------------------|--------|----------|-------------|--------|----------|-----|-------|----------|------|------------|-----------|--|--|----------|--|--|----------|--|
| <small>IT SHALL BE THE RESPONSIBILITY OF THE ENGINEER OF RECORD TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FOR THIS PROJECT.</small> | | | | | | | | | | | | | | | | | | | |
| FIRE TOWER <small>FOUNDATION SPECIALISTS</small> | | | | | | | | | | | | | | | | | | | |
| CABLE SWITCH HOUSE | FOUNDATION SPECIFICATIONS | | | | | | | | | | | | | | | | | | |
| 295 DURHAM POINT ROAD, DURHAM, NH | | | | | | | | | | | | | | | | | | | |
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| REVIEW | | | | | | | | | | | | | | | | | | | |
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| DRAWN BY | MNG | | | | | | | | | | | | | | | | | | |
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| S3.1 | | | | | | | | | | | | | | | | | | | |

Attachment B



NEW FOUNDATION PLAN

SCALE: 1/4" = 1'-0"



1 FOUNDATION DETAIL

SCALE: 3/4" = 1'-0"

STRUCTURAL ENGINEER

275 Main St., 2nd Fl.
Durham, NH 03824
Tel: 603.288.8888
Fax: 603.288.8889

FIRE TOWER
FOUNDATION TOWERS

PROJECT
CABLE SWITCH HOUSE
295 DURHAM POINT ROAD, DURHAM, NH
UNIT/STATE
NEW FOUNDATION PLAN

| # | REVISION | DATE |
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FOR
REVIEW

PROJECT NO. 170417

DRAWN BY MNG

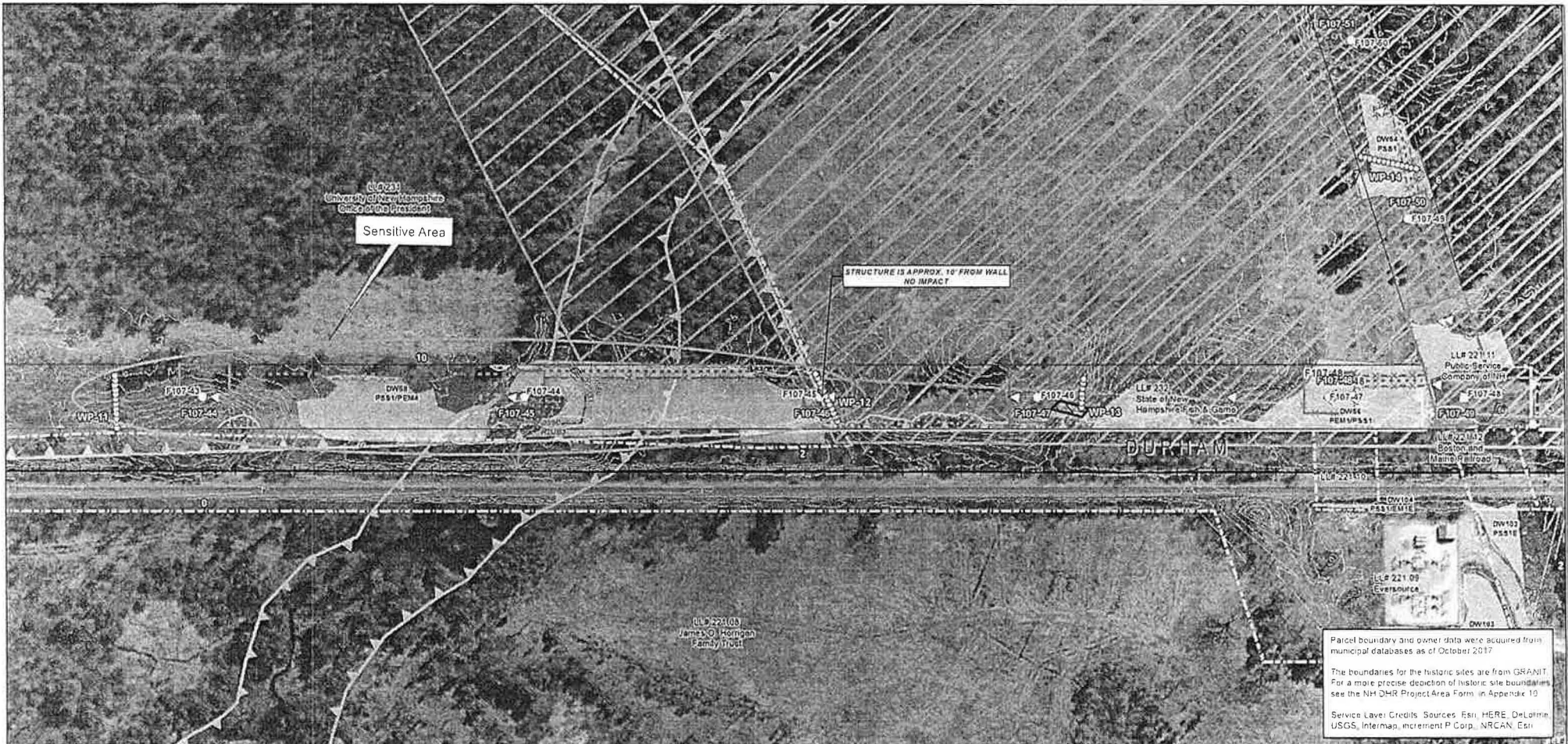
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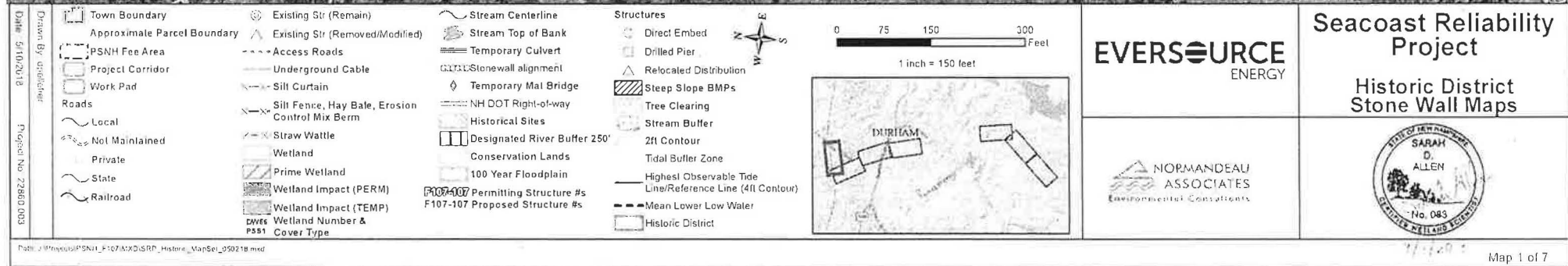
APPENDIX B:
NEWMARKET AND BENNET ROADS FARMS HISTORIC DISTRICT
AND DURHAM POINT HISTORIC DISTRICT PLAN SHEET



Parcel boundary and owner data were acquired from municipal databases as of October 2017.

The boundaries for the historic sites are from GRANIT. For a more precise depiction of historic site boundaries see the NH DMR Project Area Form in Appendix 10.

Service Layer Credits: Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri





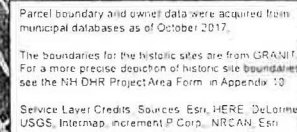
Parcel boundary and owner data were acquired from municipal databases as of October 2017.

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|---|---|---|---|--|--|-----------------------------|--|
| Drawn By: crosbie Date: 5/10/2018 Project No: 22100 003 | Town Boundary Approximate Parcel Boundary PSNH Fee Area Project Corridor Work Pad Roads Local Not Maintained Private State Railroad | Existing Str (Remain) Existing Str (Removed/Modified) Access Roads Underground Cable Silt Curian Silt Fence, Hay Bale, Erosion Control Mix Berm Straw Wattle Wetland Prime Wetland Wetland Impact (PERM) Wetland Impact (TEMP) Wetland Number & Cover Type DW55 PSS1 | Stream Centerline Stream Top of Bank Temporary Culvert Stonewall alignment Temporary Mat Bridge NH DOT Right-of-way Historical Sites Designated River Buffer 250' Conservation Lands 100 Year Floodplain F107-107 Permitting Structure #s F107-107 Proposed Structure #s | Structures Direct Embed Drilled Pier Relocated Distribution Steep Slope BMPs Tree Clearing Stream Buffer 2ft Contour Tidal Buffer Zone Highest Observable Tide Line/Reference Line (4ft Contour) Mean Lower Low Water Historic District | 0 75 150 300 Feet 1 inch = 150 feet | EVERSOURCE ENERGY | Seacoast Reliability Project Historic District Stone Wall Maps |
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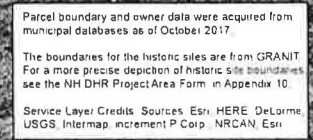


Parcel boundary and owner data were acquired from municipal databases as of October 2017.

The boundaries for the historic sites are from GRANIT. For a more precise depiction of historic site boundaries, see the NH DHR Project Area Form in Appendix 10.

Service Layer Credits: Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri

| | | | | | | | |
|--|---|--|--|--|--|-----------------------------|--|
| Drawn By: daniel Date: 5/10/2018 Project No: 22860.003 | Town Boundary Approximate Parcel Boundary PSNH Fee Area Project Corridor Work Pad Roads Local Not Maintained Private State Railroad | Existing Str (Remain) Existing Str (Removed/Modified) Access Roads Underground Cable Silt Curtain Silt Fence, Hay Bale, Erosion Control Mix Berm Straw Wattle Wetland Prime Wetland Wetland Impact (PERM) Wetland Impact (TEMP) Wetland Number & Cover Type | Stream Centerline Stream Top of Bank Temporary Culvert Stone wall alignment Temporary Mat Bridge NH DOT Right-of-way Historical Sites Designated River Buffer 250' Conservation Lands 100 Year Floodplain F107-107 Permitting Structure #s F107-107 Proposed Structure #s | Structures Direct Embed Drilled Pier Relocated Distribution Steep Slope BMPs Tree Clearing Stream Buffer 2ft Contour Tidal Buffer Zone Highest Observable Tide Line/Reference Line (4ft Contour) Mean Lower Low Water Historic District | 0 75 150 300 Feet 1 inch = 150 feet | EVERSOURCE ENERGY | Seacoast Reliability Project Historic District Stone Wall Maps |
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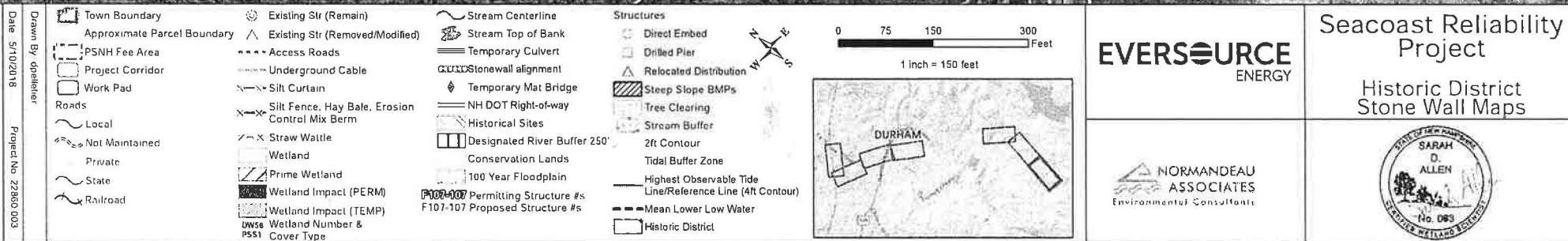




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The boundaries for the historic sites are from GRANT. For a more precise depiction of historic site boundaries see the NH DHR Project Area Form in Appendix 10.

Service Layer Credits Sources Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri



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APPENDIX C:
TRAINING, MONITORING, UNANTICIPATED DISCOVERY, CURATION AND
REPATRIATION PLANS

Seacoast Reliability Project

**Historic Properties Monitoring
Plan Unanticipated Discovery Plan
Historic Properties Training Plan
Curation and Repatriation Plan**

**Prepared by
Eversource Energy**

May 2, 2018

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1. INTRODUCTION

This document contains the Historic Properties Monitoring Plan ("Monitoring Plan"), Unanticipated Discovery Plan ("UDP"), Historic Properties Training Plan ("Training Plan"), and Curation and Repatriation Plan ("CRP") for the Seacoast Reliability Project ("SRP" or "Project")

2. HISTORIC PROPERTIES MONITORING PLAN

This Historic Properties Monitoring Plan ("Monitoring Plan") identifies the procedures that Eversource Energy ("Eversource") and its contractors will follow to ensure the protection of known and previously unidentified historic properties during construction

2.1. Plan Integration

The Monitoring Plan is one of several plans that are designed to ensure that historic properties receive appropriate treatment and protection. All personnel engaged in the construction of the Project will receive training in accordance with the *Seacoast Reliability Project Historic Properties Training Plan* ("Training Plan"). The training will provide information about how to proceed in the case of unanticipated discoveries in accordance with the *Seacoast Reliability Project Unanticipated Discovery Plan* ("UDP"). Eversource will also notify construction personnel of any specific actions required under the *Seacoast Reliability Project Memorandum of Agreement* ("MOA") with the U.S. Army Corps of Engineers ("USACE") and the New Hampshire Division of Historical Resources/State Historic Preservation Office ("NHSHPO") and/or *Memorandum of Understanding* ("MOU") with the NHSHPO to protect known historic properties in the areas in which they are working.

2.2. Personnel Roles and Responsibilities

The following personnel have roles in implementing the Monitoring Plan during construction. The names and contact information for the supervisory personnel responsible for overseeing and reporting on the progress of the monitoring are provided in Attachment A: List of Responsible Personnel. The List of Responsible Personnel will be updated to reflect any changes in personnel or their contact information at the time the change is made and a revised copy of the list will be distributed to all supervisory personnel involved in the historic properties monitoring program. Multiple roles and responsibilities may be performed by the same individual.

Cultural Resource Specialist ("CRS") – An individual who meets the *Secretary of the Interior's Professional Qualifications Standards* (36 CFR 61) and applicable state qualification standards who is responsible for implementing the MOA/MOU and its associated plans, including this Monitoring Plan.

Cultural Liaison – The cultural liaison supervises the personnel involved in the day-to-day construction monitoring. The cultural liaison will complete the Supervisor Training identified in the Training Plan and will be responsible for ensuring that construction personnel receive the Orientation Training as specified in the Training Plan. The cultural liaison is also responsible for initiating the UDP if potential archeological deposits, human remains, or unanticipated effects to known historic properties are discovered during construction.

Environmental Monitors – Eversource will deploy a team of environmental monitors who will report to the cultural liaison and be responsible for overseeing construction and ensuring compliance with the terms of the MOA/MOU and applicable environmental laws. Environmental monitors will complete the Orientation Training and Supervisor Training identified in the Training Plan. Each environmental monitor will be assigned a manageable section of the transmission line or other component of the Project to be determined by size, extent of construction activity, and the amount of potential natural resources and/or historic properties present. During the Supervisor Training specified in the Training Plan, the environmental monitors will be given information about known historic properties within their assigned section, including any treatments for properties specified in the MOA/MOU. Environmental monitors will be familiar with the construction schedule and will be on-site or on-call during any period when construction is ongoing. The environmental monitor will inform construction crews of any measures that must be implemented in a particular area to avoid or protect known historic properties in accordance with the MOA/MOU, if applicable, and ensure through on-site inspection that any required measures are carried out. If a construction crew reports an unanticipated discovery, the environmental monitor will immediately report the find to the cultural liaison and implement the initial procedures of the UDP.

Construction Site Supervisor – During construction, the construction site supervisor will be responsible for implementing any measures identified by the cultural liaison or environmental monitor to avoid or protect historic properties. In the event of an unanticipated discovery, the construction site supervisor will immediately stop work in accordance with the UDP and report the find to the cultural liaison or environmental monitor.

Qualified Professional Archaeologist ("QPA") – An individual who meets the *Secretary of the Interior's Professional Qualifications Standards* (36 CFR 61) for archaeology. The QPA may fulfill certain responsibilities for monitoring and reporting that are delegated by the CRS and have responsibilities to monitor construction activities specified in the MOA/MOU in sensitive areas or areas known to contain potentially significant archaeological resources or human remains or within proximity of area known to contain human remains. RSA 289:3, III. Prior to entering the field, the QPA must attend the Orientation Training and Supervisor Training described in the Training Plan.

Qualified Architectural Historian ("QAH") – An individual who meets the *Secretary of the Interior's Professional Qualifications Standards* (36 CFR 61) for architectural history. The QAH may fulfill certain responsibilities for monitoring and reporting that are delegated by the CRS and have responsibilities for monitoring construction activities that have the potential to cause effects to historic architectural resources specified in the MOA/MOU. Prior to entering the field, the QAH must attend the Orientation Training and Supervisor Training described in the Training Plan.

2.3. Confidentiality

During Project Orientation Training, Eversource will ensure that the construction team, environmental monitors, CRS, cultural liaison, QPA, QAH, and others acting on its behalf in connection with monitoring and reporting on the Project understand the confidentiality provisions specified in the *NHSHPO Standards and Guidelines for Archaeological Investigations in New Hampshire* [Section VIII, C] (2018).

3. UNANTICIPATED DISCOVERY PLAN

This Unanticipated Discovery Plan ("UDP") was prepared for the Seacoast Reliability Project ("SRP" or "Project"). The plan identifies the procedures that Eversource Energy ("Eversource")

and its contractors will follow in the event that any of the following are discovered during construction or other Project-related activities:

1. Potentially significant archaeological deposits;
2. Human remains; or
3. Unanticipated effects upon known historic properties identified in the Project's Area of Potential Effects ("APE") during the identification and evaluation stage of the Section 106 process.

In addition, the UDP is consistent with the following federal and state regulations and guidelines pertaining to the discovery of cultural materials and human remains:

- Section 106 of the National Historic Preservation Act of 1966, as amended ("NHPA", 36 CFR 800);
- Archaeological Resources Protection Act of 1979 ("ARPA", 43 CFR 7);
- Native American Graves Protection and Repatriation Act ("NAGPRA", 43 CFR 10);
- Advisory Council on Historic Preservation: *Policy Statement Regarding Treatment of Burial Sites, Human Remains, and Funerary Objects* (Advisory Council, February 23, 2007);
- State of New Hampshire RSA Title XIX, Chapter 227-C: 8a-g, Discovery of Remains, etc.;
- State of New Hampshire RSA Title XXVI, Chapter 289, Cemeteries; and
- New Hampshire Division of Historical Resources NHPHPO *Standards and Guidelines for Archaeological Investigations in New Hampshire* [Section VIII, A, B] (2018).

3.1. Plan Integration

The UDP is one of several plans that are designed to ensure that historic properties receive appropriate treatment and protection. The *Seacoast Reliability Project Historic Properties Monitoring Plan* ("Monitoring Plan") describes the program that Eversource will implement to monitor construction and other activities that have the potential to impact historic properties. Personnel engaged in the construction of the Project and in-field implementation of the *Seacoast Reliability Project Memorandum of Agreement ("MOA") with the U.S. Army Corps of Engineers ("USACE") and the NHPHPO and/or Memorandum of Understanding ("MOU")* with the NHPHPO will receive training, including instruction on the implementation of this UDP, in accordance with the *Seacoast Reliability Project Historic Properties Training Plan* ("Training Plan"). Artifacts and human remains that constitute unanticipated discoveries will be treated in the manner described in the Curation and Repatriation Plan.

3.2. Personnel Roles and Responsibilities

The following Eversource personnel and contractors have supervisory roles in implementing the UDP in the event of an unanticipated discovery during the construction or any other activity associated with the Project during the term the PA is in effect. Multiple roles and responsibilities may be performed by the same individual. Contact information for the supervisory personnel is provided in Attachment A: List of Responsible Personnel.

Cultural Resource Specialist ("CRS"): Individual who meets the *Secretary of the Interior's Professional Qualifications Standards* (36 CFR 61) and applicable state qualification standards who is responsible for implementing the MOA/MOU and its associated plans, including this UDP in the event of an unanticipated discovery.

Cultural Liaison: An individual responsible for day-to-day construction monitoring, including reporting any unanticipated discoveries to the CRS to implement the UDP.

Environmental Monitor: An individual who reports to the cultural liaison and are responsible for monitoring a specified section of the Project to protect environmental resources and historic properties during construction.

Construction Site Supervisor: An individual responsible for overseeing a construction crew and reporting any unanticipated discovery to the cultural liaison and environmental monitor.

Qualified Professional Archaeologist ("QPA"): An individual who meets the *Secretary of the Interior's Professional Qualifications Standards* (36 CFR 61) for archaeology and may be brought in to assess or investigate an unanticipated discovery of a potentially significant archaeological site.

Qualified Architectural Historian ("QAH") : An individual who meets the *Secretary of the Interior's Professional Qualifications Standards* (36 CFR 61) for architectural history and may be brought in to assess or investigate an unanticipated effect on a historic architectural property. This plan also refers to various federal, state, and local agencies that will be contacted if an unanticipated discovery is made. A list of those contacts is contained in Attachment B: Federal, State, and Local Agency Contacts.

3.3. Procedures for the Unanticipated Discovery of Cultural Artifacts or Features

Eversource personnel, contractors and environmental monitors will adhere to the following procedures if an unanticipated discovery of cultural artifacts or features is made during construction or other Project-related activities:

1. The construction site supervisor will immediately notify the cultural liaison and halt construction activities within 100 feet of the discovery and direct that all materials are to be left in place, unless they are in immediate jeopardy because of Project activities.
2. The cultural liaison will inform the CRS or, if the CRS is unavailable, the QPA of the find and dispatch the environmental monitor to the site to oversee measures to secure the area from damage or looting. If feasible, a fence or other barrier will be erected to demarcate and protect the discovery area.
3. Within 24 hours of the discovery, the CRS or QPA will notify the NESHPO and the USACE. The CRS or QPA will visit the site to assess, record, and photograph the find and ensure that construction activities have halted, the area of the discovery has been clearly marked, and any other appropriate measures have been implemented to protect the discovery from looting and vandalism and weather-related damage.

4. The CRS or QPA will prepare a written report that describes the location and nature of the discovery and makes recommendations about its potential significance. The CRS will transmit the report to the NH DHRNHSHP and USACE for review and comment.
5. The NH DHRNHSHP will make a determination of eligibility and notify the CRS within one week15 days of the submittal of the report.
4. If the NHPSHPO determines that the discovery constitutes a site that is eligible for listing in the National Register of Historic Places and the Project will have an adverse effect on the characteristic defining elements of the site's significance, Eversource will develop a site-specific treatment plan that provides measures that will be implemented to avoid, minimize, or mitigate the effect. The treatment plan will be submitted to the NHPSHPO and USACE for approval and implemented prior to the recommencement of work within 100 feet of the site.

3.4. Procedures for the Unanticipated Discovery of Human Remains

If human remains are discovered during construction or other Project-related activity, Eversource will implement the following procedures in compliance with New Hampshire RSA Title XIX, Chapter 227-c:8a-g and the NHPSHPO's *Standards and Guidelines for Archaeological Investigations in New Hampshire* [Section VIII, A] (2018).

1. The construction site supervisor will immediately halt construction activities within 100 feet of the discovery, cover and protect the burial, and notify the cultural liaison.
2. The cultural liaison will notify the CRS of the discovery and dispatch an environmental monitor to the site to oversee the installation of temporary site protection measures (e.g., high visibility warning tape, temporary fencing, and/or signage) around the area to prevent unintentional incursion and potential damage to the remains (see "Provisions for Site Security" below for additional measures that may be needed to protect the burial).
3. The CRS or the cultural liaison will contact the Office of the Chief Medical Examiner ("OCME") and the State Archaeologist at the NHPSHPO.
4. If the site is declared a recent burial (less than 50 years old) or potential crime scene, the matter will be handled by the OCME and local law enforcement authorities according to the laws of governing such sites.
5. If the site is not a crime scene, is more than 50 years old, and the OCME releases responsibility to the State Archaeologist, the CRS will contact the USACE to notify them of the find.
6. The CRS will dispatch the QPA to delineate the extent of the burial and prepare a report of the findings and recommendations on measures that may be taken to avoid impacts to the site.

7. The CRS will submit the report to the NHSHPO and USACE along with a description of the measures that will be taken during construction to implement the recommendations to avoid impacts to the site.
8. If it is not feasible to avoid disturbing the human remains, the CRS will draft a site- specific disinterment/re-interment plan according to the following conditions:
 - a. If the human remains are determined to be Native American, the NHSHPO is responsible for notifying descendants or specific groups. When the burial is Native American, whether or not the group is federally recognized, RSA 227-C:8-d enjoins the State Archaeologist to immediately notify the leaders, officials, or spokesperson to determine the appropriate treatment of the burial (see also RSA 227-C:8-g).
 - b. If the human remains are not Native American, the State Archaeologist will seek identification of descendants to determine wishes for disposition of the burial (see also RSA 227-C:8-e and 8-g). If analysis of the remains is deemed appropriate, the State Archaeologist will consult with the CRS to develop a scope of work to be performed by a forensic archaeologist or other qualified professional (see RSA 227-C:8-f). The plan will include provisions to re-inter the remains at an alternate location after the completion of the study.

3.5. Additional Provisions for Site Security

The CRS, or the QPA acting on behalf of the CRS, will ensure that provisions are made to secure the area containing the human remains to prevent unauthorized entry to the site while their disposition is being determined. It may be necessary to install security fencing with locked gates at the site once the extent of the remains has been established. The fenced area will be large enough to stage and complete the disinterment process, if disinterment will be part of the treatment of the remains. If additional security is warranted, the CRS will consult with the State Archaeologist and implement the measures agreed upon.

3.6. Procedures for Unanticipated Effects on Historic Architectural Properties

Eversource personnel, contractors and environmental monitors will adhere to the following procedures if construction or other Project-related activities have the potential to cause unanticipated effects on a historic architectural property:

1. The construction site supervisor will immediately notify the cultural liaison and halt activities in the vicinity of the property.
2. The cultural liaison will inform the CRS or the QAH and dispatch the environmental monitor to the site to oversee measures to secure the property.
3. Within 24 hours of the discovery, the CRS will notify the NHSHPO and USACE.

4. The QAH will visit the site to assess, record, and photograph the condition of the property and ensure that measures have been implemented to protect it from any further harm.
5. The QAH will prepare a report that describes any damage or other effects to the property and contains recommendations for measures that may be taken to avoid, minimize, or mitigate any further effects.
6. The CRS will submit the report to the NHSHPO and USACE for review.
7. The NHSHPO, will consider the effect.
8. If the NHSHPO determines that the Project will have an adverse effect on the characteristic defining elements of the property's significance, the NHSHPO will request that Eversource develop a site-specific treatment plan that provides measures that will be implemented to avoid, minimize, or mitigate the effect. The treatment plan will be submitted to the NHSHPO and USACE for approval prior to the recommencement of work in the vicinity of the property.

3.7. Confidentiality

All members of the Eversource construction team will be instructed to keep any information about unanticipated discoveries confidential, limiting communications to the responsible personnel named in this plan.

4. HISTORIC PROPERTIES TRAINING PLAN

This Historic Properties Training Plan ("Training Plan") was developed for the Seacoast Reliability Project ("SRP" or "Project"). The plan describes the training program that Eversource Energy ("Eversource") will implement to ensure the protection of historic properties during construction or other Project-related activities. All Eversource personnel and contractors (including new, added, or replaced personnel) engaged in construction in the field or responsible for field implementation of the *Seacoast Reliability Project Memorandum of Agreement ("MOA") with the U.S. Army Corps of Engineers ("USACE")* and the New Hampshire Division of Historical Resources ("NHSHPO") and/or *Memorandum of Understanding ("MOU")* with the NHSHPO are required to attend Orientation Training that will include information about the treatment of historic properties during construction. Personnel who have a supervisory role in historic property monitoring and reporting must also receive the Supervisor Training described below.

4.1. Plan Integration

The program described in this Training Plan references the following other plans that have been developed to ensure the protection of historic properties:

- *Seacoast Reliability Project MOA with the USACE and the NHSHPO and/or MOU with the NHSHPO*: describes measures that will be implemented to avoid, minimize, or

mitigate adverse effects on known historic properties within the Project's Area of Potential Effects ("APE").

- *Seacoast Reliability Project Historic Properties Monitoring Plan* ("Monitoring Plan"): describes the program that Eversource will implement to monitor construction and other activities that have the potential to impact historic properties.
- *Seacoast Reliability Project Unanticipated Discovery Plan* ("UDP"): describes the procedures that will be implemented if potentially significant archeological deposits, human remains, or unanticipated effects to known historic properties are discovered during construction.

4.2. Orientation Training

Training for the treatment of historic properties will be part of the Orientation Training (which will also include other topics, such as safety, environmental monitoring, and community relations) that all personnel who will be engaged in construction in the field must complete before going in the field. The Orientation Training will be delivered by an instructor (an Eversource employee or an authorized contractor) who has completed the advanced historic properties training described under Supervisor Training below. The instructor will utilize a PowerPoint presentation that includes slides containing the following topics and information regarding the treatment of historic properties during construction:

- Introduction
 - This training is part of Eversource's commitment and obligation to protect historic properties during construction
 - All personnel have the responsibility to follow procedures put in place to protect historic properties and be mindful that potentially significant archeological deposits, human remains, or unanticipated effects to known historic properties may be discovered during construction
- Federal and State Historic Preservation Laws and Regulations
 - Section 106 of the National Historic Preservation Act of 1966, as amended (36 CFR 800)
 - requires federal agencies to take into account the effects of their undertakings on historic properties and establishes a consultation process involving federal, state, and local agencies, Native American tribes, interested individuals and organizations, and the general public to resolve adverse effects.
 - New Hampshire Revised Statutes Annotated (RSA) Title XIX, Chapter 227-C:9

- requires New Hampshire state agencies to cooperate with the New Hampshire Division of Historical Resources (“NHSHPO”) on all state licensed, assisted, or contracted projects, activities, or programs so that the division may determine the effect of such undertakings on historic resources
- Known Historic Properties within the SRP APE
 - Archaeological and historic architectural resources
 - Archaeological sites, pre-contact and post-contact
 - Historic architectural properties, e.g., individual buildings and structures, farmsteads, cemeteries, and districts
- Resolution of Adverse Effect
 - MOA/MOU identifies the actions and procedures that Eversource will undertake to avoid, minimize, or mitigate adverse effects to known historic properties
 - MOA/MOU may specify site controls or construction procedures that construction crews must implement to protect a particular historic property during construction
 - Monitoring Plan specifies the procedures and identifies persons responsible for monitoring construction and reporting progress
- Unanticipated Discoveries
 - Types of resources that could be encountered during construction, with examples of pre- and post-contact artifacts and features
 - Unanticipated Discovery Plan (“UDP”) identifies procedures that must be followed if potentially significant archeological deposits, human remains, or unanticipated effects to known historic properties are discovered during construction
 - Stop all work within 100 feet of the find
 - Notify the site supervisor or foreman
 - Supervisor notifies the cultural liaison
 - Cultural liaison dispatches an environmental monitor to inspect the site and notifies the Eversource Cultural Resource Specialist (“CRS”) who implements the remaining procedures of the UDP
- Confidentiality
 - The location of archaeological sites is sensitive information that is protected under state and federal laws
 - All Eversource construction personnel and contractors are expected keep confidential the location of any archaeological sites, burial sites, or reburials, as well as certain types of locational information for privately owned historic properties.
 - Contact Information

- Cultural liaison
- CRS

4.3. Supervisor Training

In addition to completing the Orientation Training, Eversource personnel and contractors who have a defined role in the aforementioned plans, including the Monitoring Plan and the UDP, must complete supervisor training. The Supervisor Training will be provided to, at a minimum, the cultural liaison, environmental monitors, tribal monitors, and qualified professional archaeologists and architectural historians as identified in the Monitoring Plan. The Supervisor Training will be conducted by the CRS or a cultural resource management contractor who meets the *Secretary of the Interior's Professional Qualifications Standards* (36 CFR 61) and applicable state qualifications standards. The training will be tailored to the role of the personnel and will provide specific information about the reporting requirements and procedures that must be followed to properly implement the plans.

The following general information will be covered for each personnel category to receive Supervisor Training:

Cultural Liaison – The responsibilities of the cultural liaison include supervising the personnel involved in the day-to-day construction monitoring and implementing the UDP if potentially significant archeological deposits, human remains, or unanticipated effects to known historic properties are discovered. The CRS will work one-on-one with the cultural liaison to establish the appropriate reporting procedures and ensure that the cultural liaison is fully aware of his or her responsibilities for implementing the plans, including the UDP and the Monitoring Plan.

Environmental Monitors –The responsibilities of the environmental monitors include ensuring that known historic properties are treated in the manner specified in the MOA/MOU, implementing initial measures to protect any unanticipated discoveries found during construction, and reporting to the cultural liaison on the progress of their monitoring. Their training will include information about known historic properties within the section of the Project for which they are responsible, any measures that must be implemented to protect those properties according to the MOA/MOU, and the proper materials and techniques for securing and protecting unanticipated discoveries.

Qualified Professional Archaeologist (“QPA”) and Qualified Architectural Historian (“QAH”) – Tribal monitors, the QPA, and the QAH who may have a role in monitoring construction at specific sites will be trained in the requirements of any treatment plans that may be in place for a specific site, as well as the provisions of the UDP and Monitoring Plan, as appropriate.

4.4. Training Schedule

The Orientation Training will commence in the period immediately before construction begins and continue to be held no less than weekly until all personnel initially engaged in construction have received the training. Thereafter, training will be conducted on an as-needed basis. The Supervisor Training for the personnel involved in day-to-day construction monitoring will be conducted before those personnel are deployed.

5. CURATION AND REPATRIATION PLAN

This Curation and Repatriation Plan ("CRP") was prepared for the Seacoast Reliability Project ("SRP" or "Project"). The plan identifies the procedures that Eversource Energy ("Eversource") and its contractors will follow for the curation and repatriation of artifacts, human remains, and for the associated documentation resulting from the Project.

The CRP is consistent with the following federal and state regulations and guidelines:

- Section 106 of the National Historic Preservation Act of 1966, as amended ("NHPA", 36 CFR Part 800);
- Archaeological Resources Protection Act of 1979 ("ARPA", 43 CFR Part 7);
- Native American Graves Protection and Repatriation Act ("NAGPRA", 43 CFR Part 10);
- Advisory Council on Historic Preservation: *Policy Statement Regarding Treatment of Burial Sites, Human Remains, and Funerary Objects*, Advisory Council February 23, 2007);
- National Park Service: *Curation of Federally-Owned and Administered Archaeological Collections* (36 CFR 79);
- State of New Hampshire RSA Title XIX, Chapter 227-C: 8a-g, Discovery of Remains, etc.;
- State of New Hampshire RSA Title XXVI, Chapter 289, Cemeteries; and
- New Hampshire Division of Historical Resources ("NHSHPO") *Standards and Guidelines for Archaeological Investigations in New Hampshire* [Section VIII, A, B] (2018) and *Curation Guidelines* (n.d.)¹¹.

5.1. Plan Integration

The CRP will operate in conjunction with several other plans that are designed to ensure that historic properties receive appropriate treatment and protection. The *Seacoast Reliability Project Memorandum of Agreement ("MOA") with the U.S. Army Corps of Engineers ("USACE") and the NHSHPO and/or Memorandum of Understanding ("MOU") with the NHSHPO* describes measures that will be implemented to avoid, minimize, or mitigate adverse effects on known historic properties within the Project's Area of Potential Effects ("APE"). The *Seacoast Reliability Project Unanticipated Discovery Plan ("UDP")* describes the procedures that Eversource and its contractors will follow if potentially significant archeological deposits, human remains, or unanticipated effects to known historic properties are discovered during construction. The *Seacoast Reliability Project Historic Properties Monitoring Plan ("Monitoring Plan")* describes the program that Eversource will implement to monitor construction and other activities that have the potential to impact historic properties. Personnel engaged in the construction of the Project will receive training in accordance with the *Seacoast Reliability Project Historic Properties Training Plan ("Training Plan")*.

¹ NHSHPO's curation guidelines are available online at <https://www.nh.gov/nhdhr/review/archaeology.htm>.

5.2. Personnel Roles and Responsibilities

The following Eversource personnel have supervisory roles in implementing the CRP during the Project. Contact information for the supervisory personnel is provided in the "List of Responsible Personnel" in Attachment A.

Cultural Resource Specialist ("CRS"): An individual meeting the *Secretary of the Interior's Professional Qualifications Standards* (36 CFR 61) and applicable state qualification standards who is responsible for implementing the MOA/MOU and the associated plans, including this CRP.

Qualified Museum Professional ("QMP"): An Individual who meets *The Secretary of the Interior's Professional Qualifications Standards* (36 CFR 61) for Archaeologists and the Museum Professional qualifications set forth in *Curation of Federally-Owned and Administered Archaeological Collections* (36 CFR 79).

Contact information for the individuals at federal and state agencies who have a role in the implementation of the CRP is provided in Attachment B.

5.3. Procedures for the Curation of Artifacts from Private Lands

Artifacts and associated documentation generated from excavations on private lands will be processed and packaged by the QMP in accordance with 36 CFR 79 regulations for the treatment of federally-owned collections and NHSHPO's curation guidelines. The final disposition of the materials will be determined as follows:

1. All artifacts recovered from private land in New Hampshire belong to the private property owner as per NHSHPO's *Standards and Guidelines for Archaeological Investigations in New Hampshire, Section VI.B*.
2. Ownership of the artifacts will be established using current assessor's data for the property(s) from which the artifacts were recovered.
3. When artifacts are recovered, Eversource will notify in writing by certified mail the owner of the property where the artifacts were recovered and inquire if the owner would like to keep the artifacts or donate them to the NHSHPO.
 - a. If the property owner chooses to donate the artifacts to the NHSHPO, Eversource will provide a written transfer-of-title from the landowner to the State of New Hampshire for signature by both parties.
 - b. If the property owner requests the artifacts be returned to him/her, the QMP will prepare the appropriate deaccession paperwork for Eversource to provide to the property owner for signature.
 - c. If the property owner does not respond to the artifact disposition inquiry within 45 days of receipt of the initial inquiry letter, a second letter will be sent by certified mail. If the property owner does not respond within 45 days of the receipt of the second letter, the artifacts will revert to the custody of the NHSHPO.

4. For artifacts donated or not claimed by private property owners, the QMP will contact the State Archaeologist to request the deaccession and permanent curation of the remaining materials to NHSHPO's collections facility at 99 Airport Road in Concord. The request will include:
 - a. Number and type of archaeological artifacts present in the collection²
 - b. Total number of archival storage boxes
 - c. Total amount of associated documentation.
5. All original site and artifact documentation generated in the field and laboratory, including data forms, maps, photographs, and any documentation relevant to the ownership of the collections, will be included with the collection for permanent curation at the NHSHPO collections facility.
6. Once the disposition of the collections has been finalized, Eversource will arrange for delivery of the artifacts to individual landowners (as requested) and the remaining collection – including all original site and artifact documentation – to the NHSHPO collections facility.
7. Eversource is responsible for the permanent curation costs at the NHSHPO collections facility in accordance with NHSHPO's cost of \$300 per archival storage box or NHSHPO's permanent curation fees at the time of the collections transfer.
8. At Project construction and, as necessitated by unanticipated discoveries thereafter, Eversource will provide NHSHPO with a report summarizing the final disposition of all archaeological materials with associated transfer-of-title and deaccession

5.4. Procedures for the Re-interment of Human Remains from Non-Federal Lands

The re-interment of human remains on private lands is the responsibility of the State Archaeologist, and Eversource will adhere to the protocols in the UDP to include provisions for the temporary custody of the remains while their final disposition is being determined. If previously-unidentified human remains are found in an existing archaeological collection recovered from private land within

the Project, the QMP will immediately notify the State Archaeologist who is responsible for initiating the notification and consultation process detailed in the UDP to include arrangements for the temporary custody of the remains while their final disposition is being determined.

² The NHPHPO curation facility will only accept artifacts recovered from defined archaeological sites. Artifacts collected from non-site contexts (e.g. materials collected from fill or functionally and temporally undifferentiated field scatter) will be disposed of in consultation with the State Archaeologist.

ATTACHMENT A: LIST OF RESPONSIBLE PERSONNEL

Cultural Resource Specialist (“CRS”)

TBD

Cultural Liaison

Personnel TBD

Environmental Monitors

Personnel TBD

Tribal Monitors

TBD, if necessary

Qualified Professional Archaeologist (“QPA”)

Personnel TBD

Qualified Professional Architectural Historian (“QAH”).

Personnel TBD

Qualified Museum Professional (“QMP”)

Personnel TBD

ATTACHMENT B: FEDERAL AND STATE AGENCY CONTACTS

Federal Agency Contacts

United States Army Corps of Engineers ("USACE")

New England District, Regulatory Division

Lindsey Lefebvre, Project Manager

696 Virginia Road Concord,

MA 01742-2751 (978) 318-8338

Lindsey.E.Lefebvre@usace.army.mil

New Hampshire State Contacts

Office of the Chief Medical Examiner ("OCME")

246 Pleasant Street, Suite 218

Concord, NH 03301-2598

Telephone: (603) 271-1235

State Historic Preservation Office (SHPO)

Tanya Krajcik

Deputy State Archaeologist

19 Pillsbury Street - 2nd floor

Concord, NH 03301-3570 (603)

271-6568

tanya.krajcik@dncr.nh.gov

**STATE OF NEW HAMPSHIRE
PUBLIC UTILITIES COMMISSION**

DE 16-441

**PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE
d/b/a EVERSOURCE ENERGY**

**Petition for License to Construct and Maintain Electric Lines, Neutral Wire and
Fiber Optic Cable Over and Across the Oyster River and Little Bay in the Town of
Durham, NH, and Pickering Brook and Little Bay in the Town of Newington, NH**

Order *Nisi* Granting License

ORDER NO. 25,998

March 10, 2017

In this order *nisi*, the Commission grants the petition of Public Service Company of New Hampshire d/b/a Eversource Energy (Eversource) for licenses to construct and maintain electric lines, neutral wire and fiber optic cable over and across the Oyster River and under Little Bay in the Town of Durham, New Hampshire, and over Pickering Brook and under Little Bay in the Town of Newington, New Hampshire. This order is being issued on a *nisi* basis to ensure that all interested parties receive notice of the Commission's order and have the opportunity to comment or request a hearing prior to the date set forth for comment in the ordering clauses below.

Eversource filed supporting attachments and exhibits with its petition and filed minor revisions to the supporting documents. The petition and subsequent docket filings, other than any information for which confidential treatment is requested of or granted by the Commission, are posted to the Commission's website at

<http://www.puc.nh.gov/Regulatory/Docketbk/2016/16-441.html>.

I. Summary of Petition

On April 12, 2016, Eversource filed a petition pursuant to RSA 371:17 for licenses to construct and maintain electric lines, neutral wire, and fiber optic cable over or under and across the public waters of the Oyster River and Little Bay in Durham, and Pickering Brook and Little Bay in Newington. On February 8, 2017, Eversource submitted several engineering design changes to accommodate concerns of abutters to the project corridor and to align its design with standard structure configurations. Eversource asserted that these minor changes to the engineering crossing designs did not affect the petition as filed. Eversource proposed to install a new 115kV line (Line F107) from its Madbury substation to its Portsmouth substation. The new line would provide a parallel path to enhance an existing loop between the Deerfield and Scobie Pond substations to address reliability concerns in the New Hampshire seacoast region, and to allow PSNH to continue to provide reliable electric service to its customers in that area of the State. According to the petition, the lines are necessary to meet the reasonable requirements of service to the public.

A. History

The petition stated that PSNH previously constructed and currently operates and maintains three 34.5 kV lines in the seacoast region, designated as Lines 380, 3162 and 3850. Line 380 runs between PSNH's Madbury substation to its Packers Falls substation in Durham; Line 3162 runs from the Packers Falls substation to Little Bay in Durham. Line 3850 runs from Eversource's Portsmouth substation to Little Bay in Newington.¹ Eversource asserted that those

¹ Eversource noted that licenses for the existing river crossings do not exist and that it seeks approval for those river crossings, in addition to the license for the new circuit, in the current petition.

lines are an integral part of its distribution system serving the seacoast region. In addition, Eversource noted that four existing underwater cables previously installed in the Little Bay corridor were later de-energized and disconnected from existing circuits, and have been abandoned in place.

B. Crossing Location and Construction

Eversource stated that Line F107 will cross over the Oyster River and go under Little Bay in Durham. In Newington, Line F107 will cross over Pickering Brook and go under Little Bay.² Further, the overhead Oyster River crossing of Line F107 in Durham will be double-circuited with Line 380, which currently crosses the Oyster River. Line F107 will cross Pickering Brook at a location parallel to an existing river crossing by Line 3850 (but on separate structures). New structures will be installed for the overhead river crossings for both the new lines and the existing lines.

Eversource also stated that in order to improve and enhance the reliability and capacity of the communications systems used in its electric system operations, it will install and maintain an optical ground wire on its new overhead F107 structures. The ground wire will also provide lightning protection for the overhead conductors. Two fiber optic cables will be installed with the Little Bay underwater crossings to complete this communications path.

The petition stated that each of the crossings will be spanned using steel structures, with the exceptions of the easterly side of the Little Bay crossing, which will use a manhole structure, and the 34.5 kV Pickering Brook crossing, which will use wood pole structures. The petition Stated that all the crossings will comply with minimum required clearances over water and road

² The town line between Durham and Newington bisects Little Bay.

surfaces. Finally, the petition stated that the proposed crossings have been designed and will be constructed, maintained, and operated in accordance with the applicable requirements of the 2012 National Electrical Safety Code (NESC).

C. Regulatory Requirements

The petition stated that the entire project is being permitted with the New Hampshire Department of Environmental Services (NHDES) and the U.S. Army Corps of Engineers (USACE). None of the new crossing structures will be set within jurisdictional wetlands, although two structures will be set in or near shoreland protection areas. The underwater cable crossings of Little Bay will require NHDES and USACE wetlands permitting. The appropriate wetlands permits will be applied for and obtained by Eversource prior to the installation of any of the new structures associated with the crossings. Wetland permits are also required to gain access to several of the new crossing structures and such permits will likewise be obtained prior to construction. The Line F107 crossings are subject to approval and the issuance of a certificate of site and facility by the New Hampshire Site Evaluation Committee (NHSEC) as part of Eversource's Seacoast Reliability Project filing (SEC Docket No. 2015-04). All NHSEC approvals will be obtained prior to construction.

D. Property Rights

The petition stated that for each of the overhead crossings, PSNH owns a permanent, minimum 100 foot wide easement for its lines and facilities on both sides of each public water body at the proposed crossing locations. All of the crossings will be constructed within the limits of the easements. On the westerly side of the Little Bay crossing, the riser pole structure

will be located on land that PSNH states it will acquire and own by the time of construction.³ The proposed crossing location of Little Bay will occur in an existing 1000 feet wide cable area. On the easterly side of Little Bay, the crossing will come ashore and terminate in a manhole structure within a permanent 100 foot wide easement which PSNH will acquire and own by the time of construction.⁴

E. Public Interest

Eversource stated that it can exercise the rights granted by the licenses sought without substantially affecting the rights of the public in the public waters to be crossed. The petition stated that minimum safe line clearances above and below the water surfaces and affected shorelines will be maintained at all times and that the use and enjoyment by the public of the waters will not be diminished in any material respect as a result of the crossings.

II. SUMMARY OF STAFF REVIEW

Staff reviewed the Company's petition and supporting documentation, applicable statutes, rules, NESC requirements, ownership of the land, as well as public need, safety, and impact. In addition, Staff reviewed the revisions submitted by Eversource on February 8, 2017. Staff recommended approval of the Company's petition for licenses as requested, including approval of licenses for the existing crossings not previously licenced by the Commission. *See* Staff Recommendation of Randy Knepper, February 1, 2017. Staff stated that the February 8th revisions did not cause it to change its recommendation.

³ PSNH stated that it has contracted with the shoreline landowner to acquire fee ownership of the westerly shore parcel.

⁴ PSNH stated that it has contracted with the easterly shoreline landowner for the purchase of the necessary easement rights.

III. COMMISSION ANALYSIS

Pursuant to RSA 371:17, utilities must obtain a license from the Commission to “construct a pipeline, cable, or conduit, or a line of poles or towers and wires and fixtures thereon, over, under or across any of the public waters of this state, or over, under or across any of the land owned by this state,” when such facilities are necessary to meet the reasonable requirements of service to the public. Under RSA 371:20, the Commission shall grant a license if it finds that the license “may be exercised without substantially affecting the public rights in said waters or lands.” RSA 371:17 defines public waters to include all ponds of more than 10 acres, tidewater bodies, and such streams or portions thereof that the Commission may prescribe. The NHDES prepares, maintains, and publishes an official list of all public waters in the state. The bodies of water listed in Eversource’s petition are included in the official list, which is maintained at

<http://des.nh.gov/organization/commissioner/pip/publications/wd/documents/olpw.pdf>.

Based on the information presented in Eversource’s petition and Staff’s recommendation, we find that the proposed crossing is necessary for Eversource to meet the reasonable requirements of reliable service to the public, as required by RSA 371:17. We find that the requested licenses may be exercised without substantially affecting the public rights in the affected public waters, as required for approval under RSA 371:20. We therefore approve the petition subject to the conditions contained in the ordering clauses set out below to ensure safe construction, operation, and maintenance of the crossings. We issue our decision on a *nisi* basis to provide any interested person the opportunity to submit comments on Eversource’s petition, or to request a hearing.

Eversource is responsible for obtaining any and all other permits for the construction and installation of the proposed crossings from any federal, state, and local authorities having jurisdiction. Because the NHDES is responsible for maintaining the official list of public waters, we require that notice of the proposed crossings be sent to NHDES. We also require notice be provided to the New Hampshire Site Evaluation Committee and to the towns of Durham and Newington.

Based upon the foregoing, it is hereby

ORDERED *NISI*, that subject to the effective date below, and also subject to project approval by the New Hampshire Site Evaluation Committee, Eversource is authorized pursuant to RSA 371:17 to construct, install, operate, and maintain electric lines, neutral wire and fiber optic cable over or under and across the public waters described in its petition and depicted in its filings; and it is

FURTHER ORDERED, that licenses shall be granted for the lines proposed in the petition, subject to NHSEC approval, and for those that are already in existence for which authorization was not previously sought; and it is

FURTHER ORDERED, that the construction of the lines shall be implemented as depicted in the petition and supporting documents, including any revisions thereto; and it is

FURTHER ORDERED, that this approval is limited to the construction or alteration of the lines under consideration in this docket, and it is conditioned on the requirement that Eversource constructs, installs, operates, and maintains, and, if applicable, alters the lines consistent with the provisions of the National Electrical Safety Code, in accordance with N.H.

Code Admin. Rules Puc 306.01, as may be applicable and as amended from time to time, and all other applicable safety standards in existence at that time; and it is

FURTHER ORDERED, that Eversource shall submit to the Commission any future proposed alteration(s) to the crossing licenses granted herein at least 60 days prior to undertaking any such alteration(s); and it is

FURTHER ORDERED, that Eversource shall provide a copy of this Order *Nisi* to the (i) Town Clerks of Durham and Newington, New Hampshire; (ii) the New Hampshire Attorney General and all owners of the land bordering on said public waters at the location of the crossings, as required by RSA 371:19; (iii) the U.S. Army Corps of Engineers (USACE); (iv) the New Hampshire Site Evaluation Committee in SEC Docket No. 2015-04; and (v) the New Hampshire Department of Environmental Services, no later than March 20, 2017, and to be documented by affidavit filed with this office on or before April 7, 2017; and it is


FURTHER ORDERED, that Eversource shall cause a summary of this Order *Nisi*, issued concurrently with this Order, to be published once in a statewide newspaper of general circulation or of circulation in those portions of the state where operations are conducted, such publication to occur no later than March 20, 2017, and to be documented by affidavit filed with this office on or before April 7, 2017; and it is

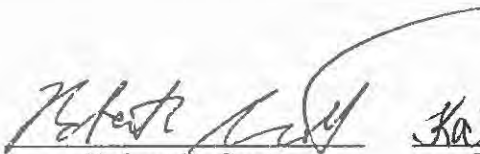
FURTHER ORDERED, that all persons interested in responding to this Order *Nisi* be notified that they may submit their comments or file a written request for a hearing which states the reason and basis for a hearing no later than March 27, 2017, for the Commission's consideration; and it is

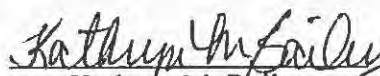
FURTHER ORDERED, that any party interested in responding to such comments or request for hearing shall do so no later than April 3, 2017; and it is

FURTHER ORDERED, that this Order *Nisi* shall be effective April 10, 2017, unless Eversource fails to satisfy the publication obligations set forth above or the Commission provides otherwise in a supplemental order issued prior to the effective date.


By order of the Public Utilities Commission of New Hampshire this tenth day of March, 2017.


Martin P. Honigberg
Chairman


Robert R. Scott
Commissioner


Kathryn M. Bailey
Commissioner

Attested by:


Lori A. Davis
Assistant Secretary

**STATE OF NEW HAMPSHIRE
PUBLIC UTILITIES COMMISSION**

DE 16-442

**PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE
d/b/a EVERSOURCE ENERGY**

**Petition for Licenses to Construct and Maintain Electric Lines, Neutral Wire and
Fiber Optic Cable Over and Across Public Lands Owned by the State of New Hampshire
in the Towns of Durham and Newington, New Hampshire**

Order *Nisi* Granting Licenses in the Town of Durham

ORDER NO. 26,145

June 14, 2018

In this order, the Commission grants the petition of Eversource for seven licenses to construct and maintain electric lines, neutral wire, and fiber optic cable over and across public lands owned by the State of New Hampshire in Durham. This order is being issued on a *nisi* basis to ensure that all interested parties receive notice and have the opportunity to comment or request a hearing before the order becomes effective.

I. PROCEDURAL HISTORY

On April 12, 2016, Public Service Company of New Hampshire d/b/a Eversource Energy (Eversource or Company) filed a petition pursuant to RSA 371:17 requesting ten licenses to construct and maintain electric lines, neutral wire, and fiber optic cable at five locations, over and across public lands located in Durham and Newington, New Hampshire.¹

¹ This order will only address the seven crossings to be located in Durham. The additional crossings proposed in Newington are located within state Department of Transportation (DOT) easements. Requests for those licenses will be dealt with separately.

On February 8, 2017, Eversource submitted several standard structural configuration engineering design changes to accommodate concerns of abutters to the project. On December 12, 2017, Commission Staff (Staff) recommended that the petition be granted on certain conditions. On June 11, 2018, Staff filed a revision to its recommendation and advised that the Commission grant only seven licenses, because subsequent research revealed that the three licenses requested in Newington were located entirely within state highway rights-of-way.

The petition and subsequent docket filings, other than any information for which confidential treatment is requested of or granted by the Commission, are posted to the Commission's website at <http://www.puc.state.nh.us/Regulatory/Docketbk/2016/16-442.html>.

II. SUMMARY OF PETITION

Eversource seeks to install a new 115 kV line (Line F107) to address reliability concerns in the New Hampshire seacoast region. Line F107, also referred to as Eversource's "Seacoast Reliability Project," would run from Eversource's Madbury substation to its Portsmouth substation. Line F107 would be co-located with existing 34.5kV lines and Eversource seeks licenses crossing over public lands for both proposed and existing lines including appurtenances.

A. History

Eversource previously constructed, and currently operates and maintains, three 34.5 kV lines in the seacoast region, designated as Lines 380, 3162, and 3850. Those three lines run between substations in Madbury and Durham (Line 380), between substations within Durham (Line 3162), and between substations in Portsmouth and Newington (Line 3850). All three are unlicensed by the Commission. Eversource now seeks approval for the unlicensed existing lines in addition to the new Line F107 crossing.

B. Crossing Locations

1. Durham

There are three crossing locations in Durham, all crossing land maintained by the New Hampshire Fish and Game Department. The first location, north of Bennett Road, involves crossings of the F107, 380, and 3162 lines between structures 46-58. Structures 47-57 will be placed on public land.

The second location, west of NH Route 108, involves crossings of the F107 and 3162 lines between structures 59-61. Structure 60 will be placed on public land.

The third location, east of Sandy Brook Drive, involves crossings of the F107 and 3162 lines between structures 74-80. Structures 75-79 are or will be located on public land.

C. Construction

The existing pole structures for the 380 and 3162 lines in Durham will be replaced. Each crossing will be spanned using steel structures. Three phase wires and one optical ground wire (OPGW) will comprise the F107 span, and three phase wires and one neutral wire will comprise each span of the 380 and 3162 lines. All construction, modification, operation, and maintenance will be in accordance with 2012 National Electrical Safety Code (NESC) requirements.

D. Regulatory Requirements and Property Rights

The necessary wetland permits will be obtained from the New Hampshire Department of Environmental Services and the United States Army Corps of Engineers. All construction will be undertaken pursuant to any permitting requirements. The newly constructed lines will require prior approval and certificate of site and facility from the New Hampshire Site Evaluation Committee (SEC) in SEC Docket No. 2015-04. The overhead crossings will be constructed

within the limits of the Eversource-owned permanent, minimum 100-foot wide easement on public land.

E. Service to the Public and Effect on Public Rights

Installation of Line F107 will provide a parallel path to enhance the current 115 kV loop between Eversource's Deerfield and Scobie Pond substations. This enhancement addresses regional reliability concerns identified by ISO New England (ISO-NE), the operator of the region's electric transmission system. Furthermore, according to Eversource and ISO-NE, the line is necessary for continued, reliable electric service as it will provide additional transmission capacity required to meet the present and future needs of the seacoast region. Line F107, which includes optical ground wire throughout, will also improve and enhance the reliability and capacity of the communications system used in electric system operations.

The licenses requested will not substantially affect the public's rights in the public lands where the crossings will be located because minimum safe line clearances will be maintained at all times.

III. SUMMARY OF STAFF REVIEW

Staff reviewed the petition and supporting documentation, applicable statutes, rules, NESC requirements, land ownership, as well as public need, safety, and impact. Staff suggested that the Commission grant licenses only for those crossings in Durham. Staff determined that the proposed construction meets the requirements of applicable state statutes and rules and recommended approval of the petition, subject to the following conditions:

1. Eversource must notify the Commission Safety Division within 60 days of any proposed changes related to the location or other technical specifications to any of the seven overhead crossings of public lands identified in the Staff Recommendations; and

2. Eversource must forward this order after 30 days of publication notice to the Site Evaluation Committee for consideration in SEC proceeding 2015-04.

IV. COMMISSION ANALYSIS

“Whenever it is necessary, in order to meet the reasonable requirements of service to the public, that any public utility should construct a pipeline, cable, or conduit, or a line of poles or towers and wires and fixtures thereon, ... over, under or across any of the land owned by this state, it shall petition the commission for a license to construct and maintain the same.”

RSA 371:17. The Commission is authorized to grant such a license if it “may be exercised without substantially affecting the public rights in said waters or lands.” RSA 371:20.

Based on the information presented and Staff’s recommendation, we find that the seven proposed crossings in Durham are necessary to meet the reasonable requirements of reliable service to the public, as required by RSA 371:17. We further find that the requested licenses may be exercised without substantially affecting the public rights in the public lands where the crossings will be located, as required by RSA 371:20. Therefore, we grant licenses for the seven crossings located in Durham, subject to the conditions contained in the ordering clauses set out below. We issue our decision on a *nisi* basis to provide any interested person the opportunity to submit comments or request a hearing.

This approval is only for electric lines, neutral wire, and fiber optic cable with the specifications proposed in this docket. Should Eversource seek further modification, it must make the appropriate filing. Eversource is responsible for obtaining any and all federal, state, or local permits required by authorities having jurisdiction for the construction and installation of the proposed crossings.

Finally, because Eversource is responsible for obtaining state and federal wetland permits, as well as various approvals from the DOT and the SEC, we require that this order,

along with the Order Summary, be sent to each of those agencies and the Site Evaluation Committee in SEC Docket No. 2015-04, in addition to any other agency having jurisdiction over any segment or portion of these crossings. We also require Eversource to provide notice of this order to the Town of Durham, the Attorney General, land owners bordering the public lands, and New Hampshire Fish and Game.

Based upon the foregoing, it is hereby

ORDERED *NISI*, that subject to the effective date below, and also subject to project approval by the New Hampshire Site Evaluation Committee, Eversource is authorized pursuant to RSA 371:17, *et seq.*, to construct, install, operate and maintain electric lines, neutral wire, and fiber optic cable over and across the public lands described in its petition and depicted in its filings as Line F107, on land maintained by the New Hampshire Fish and Game Department, including the engineering design changes filed on February 8, 2017; and it is

FURTHER ORDERED, that licenses shall be granted for the lines proposed in the petition, already in existence for which authorization was not previously sought, but for which authorization has been requested in this petition depicted as the 380 and 3162 lines; and it is

FURTHER ORDERED, that this approval is limited to the construction or alteration of the lines under consideration and authorized in this docket, and it is conditioned on the requirement that Eversource construct, operate, maintain, and if necessary, alter the lines consistent with the provisions of the National Electrical Safety Code, in accordance with N.H. Code Admin. Rules Puc part 306 as may apply, and as amended from time to time, and all other applicable safety standards in existence at that time; and it is

FURTHER ORDERED, that Eversource shall maintain proper clearances for its lines and cables at all times across the entire length of each span licensed pursuant to National Electrical Safety Code requirements 232B and 235C; and it is

FURTHER ORDERED, that Eversource must notify the Commission Safety Division within 60 days of any proposed changes related to the location or other technical specifications to any of the seven overhead crossings of public lands identified in the Staff recommendation; and it is

FURTHER ORDERED, that Eversource forward this order to the New Hampshire Site Evaluation Committee in SEC Docket No. 2015-04 upon its effective date; and it is

FURTHER ORDERED, that Eversource shall provide a copy of this Order *Nisi* to (i) the Town Clerk of the Town of Durham, New Hampshire; (ii) the New Hampshire Fish and Game Department; (iii) the New Hampshire Attorney General and all owners of the land bordering said public land at the location of the crossings, as required by RSA 371:19; (iv) the United States Army Corps of Engineers; and (v) the New Hampshire Department of Environmental Services, by first class mail, no later than June 25, 2018, to be documented by affidavit filed with this office on or before June 29, 2018; and it is

FURTHER ORDERED, that Eversource shall cause a summary of this Order *Nisi*, issued concurrently with this order, to be published once in a statewide newspaper of general circulation or of circulation in those portions of the state where operations are conducted, such publication to occur no later than June 25, 2018, and to be documented by affidavit filed with this office on or before June 29, 2018; and it is

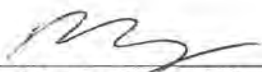
FURTHER ORDERED, that all persons interested in responding to this Order *Nisi* be notified that they may submit their comments or file a written request for a hearing which states

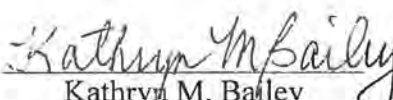
the reason and basis for a hearing no later than July 2, 2018, for the Commission's consideration; and it is

FURTHER ORDERED, that any party interested in responding to such comments or request for hearing shall do so no later than July 9, 2018; and it is

FURTHER ORDERED, that this Order *Nisi* shall be effective July 14, 2018, unless Eversource fails to satisfy the publication obligations set forth above, or the Commission provides otherwise in a supplemental order issued prior to the effective date.

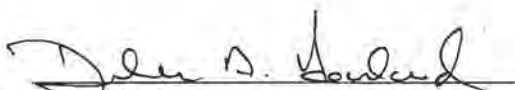
By order of the Public Utilities Commission of New Hampshire this fourteenth day of June, 2018.


Martin P. Honigberg
Chairman


Kathryn M. Bailey
Commissioner


Michael S. Giaimo
Commissioner

Attested by:


Debra A. Howland
Executive Director



Seacoast Reliability Project Avoidance and Minimization

Best Management Practices and Construction Plan for Protected Wildlife and Plants

Prepared For:
Public Service Company of New Hampshire
d/b/a Eversource Energy
780 North Commercial Street
Manchester, NH 03101

Dated:
September 15, 2017

Prepared By:
Normandeau Associates, Inc.
25 Nashua Road
Bedford, NH 03110
603.472.5191

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1.0 Introduction

This document summarizes best management practices (BMPs) and time-of-year (TOY) considerations for construction of the Seacoast Reliability Project to avoid and minimize impacts to protected wildlife and plant resources. The resources described herein are those that must be considered to meet permitting requirements; they are based on the regulatory status of the resources and input from the resource agencies (US Fish and Wildlife Service (USFWS), National Marine Fisheries Service (NMFS), NH Fish and Game Department (NHFG), NH Natural Heritage Bureau (NHB), and NH Department of Environmental Services (DES). The TOY and BMPs incorporate standard practices for these agencies, and have been reviewed by NHFG and NHB. Because the permit application review process is ongoing and authorizations for construction have not been issued yet, the measures described herein may be subject to modification. Additional input from the agencies will be incorporated if presented, and further adjustments may also be required as part of the final permit conditions.

As set forth in the Site Evaluation Committee (SEC) Application and other permit applications, the Project has been designed to avoid and minimize impacts to protected plant and wildlife species to the extent practicable. This document describes the TOYs and (Best Management Practices) BMPs that apply to each species of concern. Once approved, the locations where the TOY restrictions and BMPs apply will be depicted on the construction plan set.

Due to the complexity of the construction sequence of work, the focus of this construction BMP/TOY plan will be to avoid and mitigate impacts. Attachment 1 has a simplified summary table of TOY Restrictions, restricted activity and avoidance & BMPs.

2.0 TOY Clearing, Construction Plan and BMPs

The following restrictions are organized by species or groups of species. The restricted activities have been broadly grouped into *Clearing*, *Site Preparation*, and *Construction*. *Clearing* includes cutting of trees 3 inches in diameter at breast height (dbh) or larger, mowing, and/or brush-cutting of vegetation less than 3 inches dbh. If only one type of clearing is restricted, this is noted. *Site Preparation* includes installation of access roads and crane pads; preliminary route clearing and preparation in Little Bay, installation of erosion and sediment controls, placement of timber mats, and installation of exclusion fencing if needed; and blasting, if needed. *Construction* includes excavation, transport of construction-related materials, and assembly and installation of structures and the submarine cable within the prepared access roads and construction envelopes, and site work to initiate restoration. Pedestrian access for inspection or hand work is not restricted unless specifically noted.

2.1 Wildlife Resources

General Wildlife Avoidance Measures

Restriction Dates: Follow these recommendations at all times

Restricted Activity: Clearing, Site Preparation, and Construction

Regulatory Basis: Permit Requirements

***PSNH SEACOAST RELIABILITY PROJECT
BEST MANAGEMENT PRACTICES AND CONSTRUCTION PLAN FOR PROTECTED WILDLIFE AND PLANTS***

Description: General avoidance measures and best management practices apply throughout the Project to minimize impacts to wildlife resources in general. Minimizing impacts to all wildlife and wildlife habitat supports intact habitat systems which in turn support threatened and endangered species. These measures are also important to meeting the Project's wetland and stormwater permitting requirements. Construction Maps will include indicators of known and potential wildlife habitat and should be consulted in concert with the general BMPs and other protection measures.

General BMPs to Minimize Wildlife/Wildlife Habitat Impacts

- Limit removal of vegetation to that necessary for construction of the project; this will leave associated wildlife habitat as intact as possible
- Adhere to the General BMPs to Minimize Vegetation Impacts (Section 2.3, below)
- Adhere to General Vegetation Restoration BMPs (Section 2.3, below)
- Adhere to Erosion Prevention and Sediment Control Plans and BMPs to prevent the degradation of wildlife habitat in areas adjacent to and downstream of work areas
- Utilize wildlife friendly erosion control where possible to reduce the risk of entrapment
- Diligently sweep work areas for rare and other species prior to establishing work areas and utilize exclusion techniques to reduce re-entry by previously removed species

Active Bald Eagle Nests

Restriction Dates: March 1 - July 31

Restricted Activity: Clearing, Site Preparation, and Construction within Nest Buffer

Regulatory Basis: Federal Migratory Bird Treaty Act; State Endangered Species Act – Threatened species

Description: As of Spring 2017 there are no known active bald eagle nests within ¼ mile of the project area. Prior to initiating work during the nesting season, a survey will be conducted for active nests within or adjacent to the ROW. If there is a break in work during the early portion of the nesting season (March 1- April 15), a repeat survey may be required before initiating the next stage of work.

Per the USFWS National Bald Eagle Management Guidelines, no work shall be done within 1/4 mile of an active bald eagle nest from March 1st to July 31st. However, adjustments to this recommended buffer may be negotiated with regulating agencies, based on the conditions of the habitat surrounding the nest, level of disturbance to which nesting eagles may already be habituated, and the nature, timing, and duration of the activities that will disturb the nest. Note that blasting may require a larger buffer distance. Depending on when nesting is initiated, the restriction dates may also be adjusted. The fledglings of early nesters may be done using the nest before July 31. Disturbance considerations are not required for inactive nests; however, inactive nests may not be removed without agency approval.

PSNH SEACOAST RELIABILITY PROJECT**BEST MANAGEMENT PRACTICES AND CONSTRUCTION PLAN FOR PROTECTED WILDLIFE AND PLANTS****Active Raptor Nests**

Restriction Dates: Varies by Species, see Table 1

Restricted Activity: Clearing, Site Preparation, and Construction within Nest Buffer

Regulatory Basis: Federal Migratory Bird Treaty Act

Description: There are no known active raptor nests within the Right-of Way. Prior to initiating work during the nesting season, a survey will be conducted for active nests. If there is a break in work during the nesting season, a repeat survey may be required before initiating the next stage of work.

Nesting season dates for raptor species that nest in New Hampshire are given in Table 1. A suitable buffer distance to protect active nests from disturbance depends on the types of intervening features between the nest; the location, nature, timing, and duration of the disturbing activity; and the level of disturbance that the nest currently experiences to which the resident nesting birds may be habituated. Appropriate buffers distances for individual nests subject to disturbance from clearing, site preparation, or construction will be negotiated with the regulatory agencies. The nesting season dates are guidelines, and should be confirmed with site-specific observations as needed. Note that while disturbance considerations are not required for inactive nests, they may not be removed without agency approval.

Table 1. Raptor species nesting dates and nest buffer zones*

| Species | Nesting Season Dates | Buffer Distance |
|---------------------|----------------------|-----------------|
| Osprey | April 15 – August 15 | 0.25 miles |
| Sharp-shinned hawk | April 15 – July 25 | 0.25 miles |
| Cooper's hawk | April 1 – June 30 | 0.25 miles |
| Red-shouldered hawk | April 1 - June 25 | 0.25 miles |
| Broad-winged hawk | May 1 – July 30 | 0.25 miles |
| Red-tail hawk | March 15 – July 15 | 0.25 miles |
| American kestrel | April 1 – July 25 | 0.15 miles |

*Based on literature reports

Northern Long-eared Bat

Restriction Dates: June 1 – July 31

Restricted Activity: Clearing (Cutting and felling of trees 3 inch dbh or larger)

Regulatory Basis: Federal Endangered Species Act – Threatened Species; State Endangered Species Act – Threatened Species

Description: The tree clearing standards put forth in the February 16, 2016 final 4(d) rule pertaining to the northern long-eared bat (NLEB) will be followed. To avoid take, based on this directive, no trees can be cleared within ¼ mile of known, occupied hibernacula at any time of the year, or within 150 feet of a known, occupied maternity roost during the June 1 – July 31

PSNH SEACOAST RELIABILITY PROJECT

BEST MANAGEMENT PRACTICES AND CONSTRUCTION PLAN FOR PROTECTED WILDLIFE AND PLANTS

pup season. There are no known, occupied hibernacula or maternity roost trees within the applicable radii of the Project.

Based on U.S. Army Corps of Engineers (Corps) permit conditions associated with previous similar projects, Eversource is planning to proactively conduct acoustic monitoring during the 2017 NLEB survey window which runs from May 15 through August 15. The final 4(d) rule does not require a project proponent to identify either roost trees or hibernacula within the project area, only to adhere to the recommended cutting restrictions if those features are already known to be present, based on agency held records.

If NLEBs are identified during a survey, then TOY cutting restrictions may be required in locations where NLEB are detected.

Northern Black Racer

Restriction Dates: October 15 - April 30 (known hibernacula), April 15 through October 30 (general habitat)

Restricted Activity: Clearing, Site Preparation, and Construction

Regulatory Basis: State Endangered Species Act – Threatened Species

Description: Hibernacula - From October 15 through April 30 when racers may be entering, using, or exiting their hibernacula, no ground disturbing activities can take place in any location known by NHFG to host a hibernaculum. Surveys to date have not identified hibernacula in the Project area.

General Habitat - During the active season from April 15 through October 30, impacts to all species of snakes will be minimized by searching areas about to be impacted by clearing or site preparation for snakes, and removing them to a safe, suitable location close to their point of capture. Snake searches and removal will be conducted by the Environmental Monitor. Construction areas that are cleared of snakes must be fenced to prevent (re)entry by snakes or searched daily to find and remove snakes as needed during construction. The preferred approach will be determined by the Environmental Monitor, based on how long construction activities will last in a certain area. Silt fencing can be used to exclude snakes, but fencing products specifically designed to exclude reptiles from construction zones are also commercially available and are designed for ease of installation and reuse. If fencing is used, it will be removed as soon as construction is complete and snakes can safely enter the area. For black racers, BMPs also include contractor training on recognizing this species and taking the appropriate actions to protect them. All personnel must understand and implement the appropriate protective actions and notifications.

Blanding's and Spotted Turtle

Restriction Dates: April 15 through October 15, action varies by resource

Restricted Activity: Clearing, Site Preparation, and Construction

Regulatory Basis: State Endangered Species Act – Endangered Species/Threatened Species

Description: Minimizing impacts to Blanding's and spotted turtles requires 1) minimizing the extent of in-water work during all seasons, 2) avoiding wetland impacts to the extent practicable in all seasons, 3) avoiding crushing turtles in wetlands and uplands during the April 15 – October 15 active season, and 4) avoiding impacts to nesting habitat from May 25 through October 15. Upland work conducted between October 15 and April 15 is unlikely to impact turtles as they are restricted to their wetland hibernacula during this part of the year. Blanding's turtles generally overwinter in large open water wetlands (marshes, ponds), while spotted turtles generally use wetlands with smaller deep water areas. Actions for each habitat type are described below.

Wetlands, including Ponds: Impacts to spotted and Blanding's turtles in wetlands will be minimized by avoiding and minimizing impacts to open water and mucky substrates in all seasons to the greatest extent practicable. During the active season for turtles, impacts will be minimized by searching woody and grassy wetland vegetation within the construction zone for turtles prior to clearing and site preparation, and removing them to a safe, suitable location close to their point of capture. Construction areas that are cleared of turtles must be fenced to prevent (re)entry by turtles or searched daily to find and remove turtles as needed during construction. The preferred approach may be based on how long construction activities will last in a certain area. If construction mats are used to cross an expanse of open water, the mats will be stacked in such a manner as to create underwater gaps that allow passage of aquatic animals, such as turtles. During the hibernation period, no turtle searches will be conducted as the likelihood of finding hibernating turtles is low, and there is no information about how to identify a suitable alternate location for hibernation.

Uplands: A search of upland vegetation in the proposed active construction area will be required in all ROW areas that are within 3,280 ft (0.6 miles) of a wetland suitable for spotted and Blanding's turtles as determined by the Environmental Monitor. Any turtle found will be moved to a safe, suitable location close to their point of capture prior to clearing or site preparation activity. Qualified, trained personnel (the Environmental Monitor) will search for, and move, turtles as needed. Construction areas that are cleared of turtles must be fenced to prevent (re)entry by turtles or searched daily to find and remove turtles as needed during construction. The preferred approach may be based on how long construction activities will last in a certain area.

Nesting Habitat: Habitat reviews to date have not identified likely turtle nesting areas within the ROW. If any are identified, symbolic fencing placed around the areas during the nesting season to keep all work activities from encroaching. Symbolic fencing will be designed to let turtles access these areas freely. If potential nesting habitat is part of an access road or construction pad, it will be searched for turtles prior to initiating construction activities then fenced to keep turtles out during construction. Fencing will be removed as soon as construction is complete and turtles can safely enter the area. Silt fencing can be used to exclude turtles, but fencing products specifically designed to exclude turtles from construction zones are also commercially available and are designed for ease of installation and reuse. If fencing is used, it will be removed as soon as active construction is complete and turtles can safely enter the area.

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BEST MANAGEMENT PRACTICES AND CONSTRUCTION PLAN FOR PROTECTED WILDLIFE AND PLANTS

For spotted and Blanding's turtles, BMPs also include contractor training on recognizing these species and taking the appropriate actions to protect them. All personnel must understand and implement the appropriate protective actions and notifications.

New England Cottontail

Restriction Dates: March 31 through June 21

Restricted Activity: Clearing

Regulatory Basis: State Endangered Species Act – Endangered Species/Threatened Species

Description: New England cottontail (NEC) currently is not known to occur in the SRP area, but the NHFG is actively managing several sites within and near the ROW for this species. In locations identified as NEC habitat management areas, efforts will be made to minimize the amount of time that the ROW will be devoid of the brushy cover that NECs require. To the extent practicable, vegetation will be cleared between March 31 – June 21, or as otherwise directed by NHFG given the site specific considerations at these locations, by hand cutting or using a “brontosaurus” or similar equipment, and leave stumps and root systems in place. These practices will allow ample time during the growing season for woody species to re-sprout and provide necessary cover.

2.2 Fisheries

Little Bay

Restriction Dates: Proposed January 1 – August 31

Restricted Activity: Construction (submarine cable installation –preliminary site preparation will begin August 1)

Regulatory Basis: Federal Endangered Species Act; State Endangered Species Act

Description: The construction window for submarine cable installation is as follows: route clearing and preparation between August 1 and September 1; cable removal between September 1 and 15; installation of new cable via jet plow and handjetting between September 15 and December 31, which was identified as the best window to avoid or minimize impacts to many animals, eelgrass, and summer recreation. The DES prescribed dredge window is between November 15 and March 15, but this timeframe is not feasible for the SRP because the cable cannot be installed in freezing temperatures due to the difficulty in cable handling and warranty risks. Each of the three jet plow cable installations will occur within an estimated 7 to 13-hour period and result in a mobile, ephemeral plume of suspended sediments that is expected to dissipate approximately 2 hours after the jet plow pass is completed. There will be approximately a week between each cable installation. All practicable measures will be taken to minimize sediment disturbance and suspension in the water column. These will include: manipulating the jet plow speed and water pressure to maintain minimum sediment suspension in different substrate types within the proposed tidal constraints; maintaining silt curtains around the entire hand jetting area on the west shore, and as far seaward as effective on the east shore; where current prohibits silt curtains on the east shore, handjetting will be

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limited to periods of low current during slack tides; maintaining erosion and scour protection in the salt marsh work areas during construction and after restoration; and maintaining on-shore erosion controls during construction to avoid sediment entering the bay.

Table 2. Seasons in which protected fish, diadromous fish, and Essential Fish Habitat species are likely to be found in Little Bay. Shading indicates species and seasons that will be affected by the SRP Fall and Winter work window in Little Bay.

| Species | Designation* | Life Stage | Spring ⁺ | Summer ⁺ | Fall ⁺ | Winter ⁺ |
|------------------------------------|---------------------|-----------------------|---------------------|---------------------|-------------------|---------------------|
| Protected Species | | | | | | |
| Shortnose Sturgeon | E,E - extirpated | Adults | | | | |
| Atlantic Sturgeon | T | Adults & juveniles | | | | |
| American Eel | SC-A1 | Juveniles | X | X | | |
| | | Adults | X | X | X | X |
| Diadromous Fish | | | | | | |
| Alewife (Little Bay) | | Juveniles | | X | X | |
| | | Adults | X | X | | |
| Blueback Herring (Oyster River) | SC-A1 | Juveniles | X | X | X | |
| | | Adults | X | X | | |
| American Shad | SC-A1 | Juveniles | | X | X | |
| | | Adults | X | X | | |

(continued)

*Protected species designations:

E,E – NH Endangered, Federally Endangered

T – NH Threatened

SC – NH Species of Special Concern – A1 indicates species is Near-Threatened and susceptible to further decline; B indicates a Responsibility Species, with most of the population existing in NH.

⁺Spring = Mar-May, Summer = Jun-Aug, Fall = Sep-Nov, Winter = Dec-Feb

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Table 2. (cont).

| Species | Designation* | Life Stage | Spring ⁺ | Summer ⁺ | Fall ⁺ | Winter ⁺ |
|----------------------------|--------------|-----------------|---------------------|---------------------|-------------------|---------------------|
| Rainbow Smelt (Little Bay) | SC-A1 | Juveniles | X | X | X | |
| | | Adults | X | | | X |
| Sea Lamprey (Little Bay) | | Juveniles | X | | | X |
| | | Adults | X | | | |
| Essential Fish Habitat | | | | | | |
| Atlantic Cod | | Eggs | X | | X | X |
| Atlantic Halibut | | Eggs | X | | X | X |
| | | Spawning Adults | X | | X | X |
| Bluefish | | Juveniles | | X | X | |
| | | Adults | | | X | |
| Pollock | | Larvae | X | | X | X |
| White Hake | | Eggs | | X | | |
| | | Juveniles | X | X | X | |

(continued)

*Protected species designations:

E,E – NH Endangered, Federally Endangered

T – NH Threatened

SC – NH Species of Special Concern – A1 indicates species is Near-Threatened and susceptible to further decline; B indicates a Responsibility Species, with most of the population existing in NH.

⁺Spring = Mar-May, Summer = Jun-Aug, Fall = Sep-Nov, Winter = Dec-Feb

Table 2. (cont).

| Species | Designation* | Life Stage | Spring ⁺ | Summer ⁺ | Fall ⁺ | Winter ⁺ |
|---------------------|--------------|-----------------|---------------------|---------------------|-------------------|---------------------|
| Windowpane Flounder | | Eggs | X | X | X | X |
| | | Larvae | X | X | X | X |
| | | Spawning Adults | X | X | X | X |
| Winter Flounder | | Eggs | X | | | X |
| | | Larvae | X | | | |
| | | Spawning Adults | X | | | X |
| Yellowtail Flounder | | Larvae | X | | | |

*Protected species designations:

E,E – NH Endangered, Federally Endangered

T – NH Threatened

SC – NH Species of Special Concern – A1 indicates species is Near-Threatened and susceptible to further decline; B indicates a Responsibility Species, with most of the population existing in NH.

⁺Spring = Mar-May, Summer = Jun-Aug, Fall = Sep-Nov, Winter = Dec-Feb

Fresh Water

Restriction Dates: None

Restricted Activity: Clearing

Regulatory Basis: State Endangered Species Act – Species of Special Concern

Description: Fish species in freshwater streams, such as the Oyster River and the perennial streams within the SRP corridor have the potential to be affected by habitat changes from clearing and site preparation. No direct impacts to the Oyster River or Longmarsh Brook are proposed, which are known to support the swamp darter and banded sunfish, respectively (both State Species of Special Concern), as well as diadromous fish (see Table 3). Clearing along the Oyster River and Longmarsh Brook will be minimized where practicable, and conducted by hand with climbing crews when unavoidable, with the purpose of minimizing disturbance to the stream banks and associated vegetation. American eel is also known to occur on LaRoche Brook, where temporary bridges are proposed to avoid stream impacts and allow unimpeded fish passage. The temporary bridge supports will be placed as far from the stream banks as possible to avoid bank disturbance. Shrubs and herbaceous vegetation plus root systems of cut trees will be left in place to further minimize stream bank disturbance along all streams where practicable.

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Table 3. Seasons in which protected fish species and diadromous fish are likely to be found in freshwater habitats in the SRP area.

| Species | Designation* | Life Stage | Spring ⁺ | Summer ⁺ | Fall ⁺ | Winter ⁺ |
|------------------------------------|--------------|------------|---------------------|---------------------|-------------------|---------------------|
| Protected Species | | | | | | |
| Banded Sunfish | SC- A1B | | X | X | X | X |
| Swamp Darter | SC-A1 | Adults | X | X | X | X |
| Diadromous Fish | | | | | | |
| Alewife (Oyster River) | SC-A1 | Juveniles | X | X | X | |
| | | Adults | X | X | | |
| American Eel | SC-A1 | Adults | X | X | X | X |
| Blueback Herring (Oyster River) | SC-A1 | Juveniles | X | X | X | |
| | | Adults | X | X | | |
| American Shad | SC-A1 | Adults | X | X | | |
| Rainbow Smelt (Oyster River) | SC-A1 | Adults | X | | | |
| Sea Lamprey (Oyster River) | SC-A1 | Adults | X | | | |

*Protected species designations:

E,E – NH Endangered, Federally Endangered

T – NH Threatened

SC – NH Species of Special Concern – A1 indicates species is Near-Threatened and susceptible to further decline; B indicates a Responsibility Species, with most of the population existing in NH.

⁺Spring = Mar-May, Summer = Jun-Aug, Fall = Sep-Nov, Winter = Dec-Feb**2.3 Botanical Resources***General Avoidance Measures***Restriction Dates:** Follow these recommendations at all times**Restricted Activity:** Clearing, Site Preparation, and Construction**Regulatory Basis:** Permit Requirements

Description: General avoidance measures and best management practices apply throughout the Project to minimize impacts to botanical resources in general. Minimizing impacts to all plants and plant communities provides intact habitat systems to support threatened and endangered plants. These measures are also central to meeting the Project's wetland and stormwater permitting requirements.

General BMPs to Minimize Vegetation Impacts

- Limit removal of vegetation to that necessary for construction of the project.
- Limit tree clearing to the minimum required width to meet safety clearances, leave root systems in place, except over underground installations or where other earthwork must be conducted. Leave herbaceous and shrub vegetation intact wherever practicable.
- Where practicable, fell trees within the ROW to minimize the potential for off-ROW vegetation damage.
- Maintain vegetation along stream banks and within wetlands to the extent practicable.
- Control the spread of invasive plants:
 - Environmental Monitor will identify existing invasive species in the work area.
 - Train construction contractors to identify common invasive plant species.
 - Perform regular inspection and cleaning of construction equipment and vehicles on the right-of-way as appropriate where invasive species are present.
 - If invasive species are cut due to construction activity, cut when dormant or prior to seed set, and dispose of in a manner and location that precludes spread.
 - Use soil from local sources. To the extent possible, match soil texture with soil texture found in impacted habitat. Any soil fill or topsoil used will be inspected at the source and be certified as weed free by the Environmental Monitor before being brought on site.
 - Use certified weed and invasive-free straw bales for erosion and sediment control.
 - Re-vegetate disturbed areas quickly using seed mixes that are devoid of invasive species.
- Follow erosion control BMPs during construction. Sediment and erosion control plans will be developed that specify the types of BMPs necessary. Depending on the site, BMPs may include installation of silt fence, straw wattles, mulch/stump grinding berms, straw bales, or check dams, and covering bare soils with mulch, blown straw, bonded fiber matrix or fiber rolls to protect drainage ways and streams from sediment runoff.
- Use BMPs for minimizing soil rutting and compaction.

General Vegetation Restoration BMPs

- Revegetate disturbed areas in a timely manner once construction is complete in specific areas.
- When restoring impact areas without rare, threatened, or endangered (RTE) plant species, use NHB-approved native seed mixes. Seed mix should be selected based on site conditions (e.g., upland vs wetland) and should contain common native species associated with the impacted habitat.
- Perform post-construction inspection or monitoring in restored habitats for a period of two years following completion of construction activities in that location.

Eelgrass (*Zostera marina*)

- Conduct a field survey for eelgrass the summer before construction in a band approximately 500 feet to either side of the cable route.
- Review eelgrass mapping efforts since 2015 to evaluate changes in distribution in the vicinity of the project.
- Conduct cable installation to minimize suspended sediments (See Section 2.2 Fisheries, Little Bay section)

Endangered Plants and Exemplary Communities

Restriction Dates: Clear/construct in winter, over snow and frozen ground to extent practicable

Restricted Activity: Clearing, Site Preparation, and Construction

Regulatory Basis: State Endangered Species Act – Endangered Species /Exemplary Communities

Description: In addition to the general avoidance measures listed above, the following practices will be instituted to avoid impacts to rare species and communities wherever practicable.

General avoidance measures

- A contractor training program will be developed prior to construction activities to familiarize the crews with the locations, species and habitats that will require special consideration. This will be the responsibility of the Environmental Monitor or a qualified botanist.
- The Environmental Monitor will discuss threatened and endangered plant issues at the morning tailboard meetings with Contractors for work taking place in sensitive areas.
- Clear and construct in sensitive plant locations when the ground is frozen and snow cover is present, to the extent practicable.
- If clearing under frozen conditions is not practicable, no equipment or matting will be allowed within areas supporting the rare species.

- If construction takes place when the ground is not frozen, use elevated matting to cross any area of perennial RTE plants to minimize impacts.

Crested Sedge (*Carex cristatella*)

- Prior to construction, locations of known crested sedge will be resurveyed and flagged with coded flagging by a qualified botanist. Any newly discovered populations will be flagged for avoidance and reported to NHNHB. If avoidance of any populations is not possible, consult with NHNHB for recommendations.
- Fence any known sensitive areas adjacent to impact areas as needed to prevent impacts beyond the work zone, and install generic caution signs along construction access roads to mark areas of resource sensitivity.
- If project constraints require construction to be performed during the growing season, perform work after the species has set seed, to the extent practicable.
- Approximately 60 square feet are currently anticipated to be temporarily impacted with an access road. Place access road on raised timber mats to minimize ground compaction.
- At the conclusion of construction, restore the native topsoil that was present prior to construction.
- Allow crested sedge location to reseed naturally without seed mix, unless directed by NHNHB to collect seed from adjacent (non-impacted plants) for use during restoration.
- Implement long-term population monitoring according to a monitoring plan approved by NHNHB.

Salt Marsh

- All work in salt marshes, including impacts and restoration, will be conducted according to the approved Salt Marsh Restoration Plan and overseen by an Environmental Monitor
- Prior to construction, salt marsh limits and location of permitted work areas will be flagged with coded flagging by a qualified botanist.
- Fence any known sensitive areas adjacent to permitted work areas as needed to prevent impacts beyond the work zone, and install generic caution signs along construction access roads to mark areas of resource sensitivity.
- Implement long-term monitoring according to the Salt Marsh Monitoring Plan.

Attachment 1

Table A.1. Summary Table by Species

| Species | Known Presence in Project Area? | TOY Restrictions | Restricted Activity | Avoidance & BMPs |
|--------------------------------|---|---|------------------------------------|--|
| Wildlife Species | | | | |
| Bald Eagles | No known nests in or within ¼ mile of project | March 1 – July 31 | Clearing, Site Prep., Construction | Survey for active nests prior to Project initiation (clearing, site prep, construction); restrict project activities near nests as applicable |
| Other Raptors | No known nests in or within ¼ mile of project | Generally April – July; May and August depending on species | Clearing, Site Prep., Construction | Survey for active nests prior to Project initiation (clearing, site prep, construction); restrict project activities near nests as applicable |
| Northern Long-eared Bat (NLEB) | No known, occupied hibernacula or maternity roost trees | June 1 – July 31 | Clearing | Acoustic surveys planning summer 2017; tree clearing timing where detected; clearing planned for fall/winter |
| Northern Black Racer | No known hibernacula; likely present | Hibernacula: Oct 15 – Apr 30 General: April 15 – Oct 30 | Clearing, Site Prep., Construction | Site searches prior to active construction and site prep activity; site searches and removal as needed during construction |
| Blanding's & Spotted Turtles | Known in proximity to project; habitat present | April 15 – October 15 | Clearing, Site Prep., Construction | Minimizing in-wetland work; avoiding/minimizing wetland impacts; active construction site searches near habitat; site review for nesting areas and avoidance |

(continued)

PSNH SEACOAST RELIABILITY PROJECT**BEST MANAGEMENT PRACTICES AND CONSTRUCTION PLAN FOR PROTECTED WILDLIFE AND PLANTS**

Table A.1. (cont).

| Species | Known Presence in Project Area? | TOY Restrictions | Restricted Activity | Avoidance & BMPs |
|------------------------------|--|--------------------|--|--|
| New England Cottontail (NEC) | No known populations but habitat being managed for NEC | March 31 – June 21 | Clearing | Minimize removal of brushy growth; hand cut or “mow” with “brontosaurus”-type equipment; leave stumps and roots for regrowth |
| Fisheries | | | | |
| Little Bay Species | Confirmed or assumed listed and EFH species | Jan 1 – Jul 31 | Underwater cable construction; cable removal | Timed construction window Sept 1 – Dec 31 to minimize impacts ; method allows for rapid installation; jetplow will occur over 3 days, each separated by a week; the associated sediment plume will be ephemeral and will affect only a percentage of the crossing at any given time; handjetting will be contained within silt curtains on tidal flats; where current prohibits silt curtains on the east shore, handjetting will be limited to periods of low current during slack tides. |
| Freshwater Fish/Species | Assumed in Oyster River and Longmarsh and LaRoche Brooks | None | Clearing | Minimize clearing impacts near subject waters; direct impacts to/over Oyster River and Longmarsh Brook avoided; temporary bridges proposed for 2 crossings over LaRoche Brook. |

(continued)

PSNH SEACOAST RELIABILITY PROJECT

BEST MANAGEMENT PRACTICES AND CONSTRUCTION PLAN FOR PROTECTED WILDLIFE AND PLANTS

Table A.1. (cont).

| Species | Known Presence in Project Area? | TOY Restrictions | Restricted Activity | Avoidance & BMPs |
|--|--|--------------------------------|---|--|
| Botanical Resources | | | | |
| Crested sedge (<i>Carex cristatella</i>) | Yes in specific patches in Durham ROW area | Growing Season | Clearing, Site Prep., Construction | Resurvey populations/patches; identify with fencing; avoid and use winter construction/clearing where possible; timber mats where unavoidable for access roads; natural reseeding and monitoring |
| Salt Marsh | Small patches near Durham/Newington shores of Little Bay | Restoration complete by Nov. 1 | Underground/underwater cable construction | Adhere to approved Salt Marsh Restoration Plan |



Glenn Normandeau
Executive Director

New Hampshire Fish and Game Department

11 Hazen Drive, Concord, NH 03301-6500
Headquarters: (603) 271-3421
Web site: www.WildNH.com

TDD Access: Relay NH 1-800-735-2964
FAX (603) 271-1438
E-mail: info@wildlife.nh.gov

October 16, 2018

Sarah Allen
Normandeau Associates Inc.
25 Nashua Road
Bedford, NH 03110

RE: Seacoast Reliability Project
Bald Eagle and Sturgeon Updates
NH Site Evaluation Committee No. 2015-04

Dear Ms Allen:

The New Hampshire Fish and Game Department (NHFGD) staff has completed their review of the project's Avoidance and Minimization of Potential Effects to Bald Eagle Nest and Sturgeons, as drafted in a letter from Normandeau Associates Inc. dated September 6, 2018 (Copy enclosed). At this time, the Department offers the following comments:

Sturgeons:

It was noted within the aforementioned document that sturgeons have been recorded during the timeline for work in Little Bay between September and October. However, sturgeons occur in lower numbers in the Fall than in the Spring. Considering the noise level and scope of work that is proposed for the project, Sturgeons present within the area should be startled away from the impacted area once daily work started. In addition, the sediment plume created by the jet plow would not be considered a concern for sturgeon as they would be startled away from the site due to the noise and disturbance resulting in avoidance of the project area. All the Best Management Practices outlined in the letter should be followed, in order to minimize impacts to all existing Sturgeon during construction.

Newly Reported Bald Eagle Nest:

Overhead line construction: There are several supra canopy pine trees that are currently used as perch trees by bald eagles. For example, one tree is near the brick cable house adjacent to the existing corridor. If the project requires tree cutting, it is recommended that these supra canopy pine trees not be cut. In addition, if tree cutting is necessary within the vicinity of the Bald Eagle

Ms Sarah Allen
Normandeau Associates Inc.
October 16, 2018
Page 2

nest, it is recommended that NHFG be contacted for input relative to these important trees and minimization of impacts. Also, for the overhead line construction, we recommend following the industry standard for “raptor safe best management practices” to reduce the potential for avian electrocution.

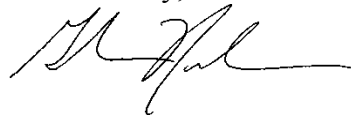
Submarine Cable Installation: For the proposed submarine cable installation we do not expect impacts to nesting bald eagles PROVIDED the project occurs from September –December. If there is a revision to the proposed timing NHFG should be contacted for review. In addition, NH Audubon has indicated that there is potential for recruiting an independent observer to volunteer and monitor this site. Please contact Audubon for this information.

The NH Fish and Game Department does not have independent permitting or regulatory authority for this project; however, as guardians of the State’s fish, wildlife and marine resources, it is the Department’s responsibility to work in partnership with the public to conserve, manage and protect these resources. The Department appreciates the applicant’s efforts of involving the agency in the proposed project and we encourage the continuation of these discussions throughout the construction process, in order to address any issues that may become evident.

If you have any questions or comments, please do not hesitate to contact the Department’s Environmental Review Coordinator, Carol Henderson via email at carol.henderson@wildlife.nh.gov or by phone at 603-271-3511.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'G. Normandeau', with a long horizontal flourish extending to the right.

Glenn Normandeau
Executive Director
NH Fish and Game Department

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT ("Agreement") is entered into this 26th day of October 2018, between the Town of Durham, New Hampshire (the "Town") and Public Service Company of New Hampshire d/b/a Eversource Energy ("Eversource"), collectively (the "Parties"). Eversource and the Town may be collectively referred to herein as "the Parties".

WHEREAS, Eversource is proposing to construct, own, operate and maintain a new 13-mile 115-kV electric transmission line between existing substations in Madbury, New Hampshire and Portsmouth, New Hampshire and to upgrade existing substations (collectively known as the Seacoast Reliability Project (the "Project")); and

WHEREAS, Eversource has submitted an application for a Certificate of Site and Facility ("Certificate") for the Project to the New Hampshire Site Evaluation Committee ("SEC"); and

WHEREAS, a portion of the Project will be located in the Town ("Project Facilities"); and

WHEREAS, if the Project is granted a Certificate by the SEC, both the Town and Eversource desire that the Project be constructed in a manner that, to the extent practical, minimizes impacts to the environment and disruption to the public, provides reasonable assurance to the Town and its residents that construction impacts will be avoided, minimized, and mitigated, and facilitates the use of efficient construction methods; and

WHEREAS, it is in the best interests of the Town and Eversource to maintain an open line of communications regarding the construction of the Project in order to achieve common goals and establish consistent practices in furtherance of such goals; and

WHEREAS, if the Project is granted a Certificate by the SEC, the Town desires that Eversource comply with the following provisions during construction of the Project Facilities; and

WHEREAS, if the Project is granted a Certificate by the SEC, the Town and Eversource desire that the SEC adopt these provisions as conditions and incorporate them into any Certificate of Site and Facility it may grant Eversource for the Project; and

WHEREAS, the Town understands and agrees that the University of New Hampshire (UNH) holds an independent Memorandum of Understanding with Eversource applicable to the UNH campus, that is separate and distinct from the provisions contained in this Agreement; and

WHEREAS, the Town has received and reviewed Appendix 18 and Appendix 18a of the Application related to Overhead and Underground Municipal Highway Crossings; and

WHEREAS, Eversource requests that the SEC issue a Certificate of Site and Facility that includes approval for, including, the conduit, cable, wires, poles, structures, and devices over, under and along certain locally maintained public highways; and

WHEREAS, the Town, by entering into this Agreement, does not in any way relinquish or compromise its ability to take a position on the Project and/or any conditions which it believes should be included in a Certificate, that are not included in this Agreement;

WHEREAS, over the last four years, Eversource and the Town have worked to address issues that may arise during construction of the Project Facilities;

NOW, THEREFORE, in consideration of the foregoing, the Town and Eversource hereby agree as follows:

I. PUBLIC INFORMATION, COMMUNICATIONS AND COMMENTS

- A. Public Inquiries and Comments. During construction of the Project Facilities, Eversource will maintain a public outreach program, throughout the duration of the Project to inform the Town and abutting and nearby property owners of the status of the Project, including, without limitation, upcoming construction activities and schedules, and to respond to any public concerns and/or complaints in a timely manner. Eversource shall include at a minimum, a field Project Outreach Representative, mailings and/or door hangers, a Project website, and a toll-free Project hotline. This process shall not preclude the Town from acting on comments, provided however, that nothing in this paragraph shall be construed to allow the Town to respond to comments on behalf of Eversource.
- B. Signs. Signs shall be reasonably sized and limited to those necessary to facilitate construction, including but not limited to the identification of Project Facilities, warnings or liability information, construction information, identification of private property, and/or property access accommodations.

II. EQUIPMENT AND FACILITIES

- A. Electrical Components. All electrical components of the Project Facilities shall conform to relevant and applicable state, and national codes, and relevant and applicable international standards.

III. REPORTS TO THE TOWN

- A. Incident Reports. During construction of the Project Facilities, Eversource shall provide the following to the Durham Public Works Director or Town Engineer or their designee as soon as practicable, but not later than thirty days after an incident within the Town: copies of all reports of environmental incidents or

industrial accidents that require a report to the U.S. EPA, NHDES, OSHA or another federal or state government agency.

IV. ROADS, LAYDOWN AREAS, AND MARSHALLING YARDS

- A. Public Roads. In the event that Eversource wishes to utilize Town roads for construction of the Project Facilities for oversize or overweight vehicles (including dump trucks), and/or use during posted weight limit time periods, then Eversource shall:
1. The Town and the Applicant have identified all local public roads that may require the use of oversize and overweight vehicles (including dump trucks) in the Town of Durham (excluding those roads to be used on the UNH Campus or roads maintained by NHDOT) to transport equipment and parts for construction of the Project Facilities that provide adequate and reasonable access for construction. Beech Hill Road (subject to the protections in Paragraph VIII.D.), Durham Point Road, Longmarsh Road (both ends off Durham Point Road and NH Route 108), Cutts Road, Frost Drive, Hemlock Way, Packers Falls Road, Sandy Brook Drive, Bennett Road, Mill Road, Main Street, Foss Farm Road (subject to the protections in Paragraph VIII.D.), and Madbury Road (north of Route 4). The Town reserves the right to deny the use of Town road(s) but will not do so unreasonably, providing at least 30 days notification during weekly construction meetings with the Town. The Town shall work with the Applicant to come up with a reasonable alternative route to maintain continuous access to the ROW.
 2. No less than forty (40) days prior to the commencement of travel over Town roads by vehicles that exceed the Town's applicable road weight limits, Eversource shall file a road weight limit exceedance notification with the Town Department of Public Works that identifies the proposed portions of all Town roads over which any project related vehicles whose weight and load exceeds the applicable road weight limits will be traveling. The notification shall include projected vehicle weights with loads, indicating which vehicles shall be traveling over which roads. Prior to construction, Eversource will provide the town with an initial schedule of construction activities and locations where construction will occur.
 3. At the weekly Project Meetings, described in Article V.C., *infra*, the Town shall inform the Project of any Town-planned road-related construction activities (i.e. paving) on Town roads that have been identified for use by Eversource pursuant to the road weight limit exceedance notification pursuant Article IV.A.2.

4. If the Town identifies planned road-related construction activities on any of the Town roads that require oversized or overweight equipment identified pursuant to the weight limit exceedance notification described in Article IV.A.2, and the Town prefers that Eversource use different Town roads to access the Project than originally identified in Article IV.A.1, Eversource shall work with the Durham Public Works Director or Town Engineer to reach agreement upon alternative access ways.
 5. The Town agrees to provide Eversource with 30 days' notice of any Town-planned road-related construction activities for Town roads.
 6. In accordance with the New Hampshire Department of Transportation Utility Accommodation Manual and Town Road Regulations, including Town requirements for permitting of oversize/overweight vehicles, prior to commencing construction, Eversource shall document, photograph and take videos of local road conditions prior to construction and as soon as possible after construction is completed or as weather permits.
 7. As soon as possible, temporarily repair, at Eversource's expense, any Town road damage caused directly by Eversource (or its contractors) at any time to ensure safe passage. Final repair of Town roads shall be accomplished following completion of construction of the Project Facilities. Any Town roads impacted by the Project shall be restored to pre-construction conditions.
 8. Reimburse the Town for reasonable costs associated with special police details and/or flaggers, if required to direct or monitor traffic within the Town limits during construction of the Project Facilities.
- B. Access Roads. Eversource shall construct and maintain access roads for year-round access to the Project Facilities at a level that permits passage of emergency response vehicles throughout the construction period. Upon completion of the Project, Eversource shall restore the land to its pre-existing condition or similar, unless the landowner shall otherwise agree.
- C. Laydown Areas and Marshalling Yards. In the event that Eversource wishes to utilize property within the Town for laydown areas or marshalling yards to support the construction of the Project Facilities, Eversource shall notify the Town of all property within the Town to be used for construction of the Project Facilities 30 days in advance.

V. PROJECT CONSTRUCTION COMMITMENTS

- A. Stormwater Pollution Prevention Plans – Prior to the commencement of construction of any Project Facilities, Eversource shall provide the Town with a copy of the New Hampshire Stormwater Pollution Prevention Plan, as approved by the NHDES showing the construction layout of the Project Facilities.
- B. Construction Schedule. Upon request of the Town, prior to the commencement of construction activities for the Project Facilities, Eversource shall provide the Town with an overall schedule for construction activities. The construction schedule shall be subject to change and the Town shall be notified of any material changes.
- C. Meetings: An Eversource representative, or its designee, shall at the request of the Town meet with or participate in a conference call with the Durham Public Works Director or Town Engineer, or their designee, on a weekly basis, unless mutually agreed to otherwise.
- D. Field Engineer. The Town has the option to hire or assign a mutually agreed upon engineering consultant or consultants to observe the Project and act as a liaison between Eversource and the Town (“Field Engineer”). Eversource agrees to pay the Town’s expenses for the Field Engineer for work directly related to the Project. If the Town exercises this option it agrees to take all reasonable steps to limit the amount of money spent for such consultant or consultants and such expenditure shall not exceed \$50,000. The Municipality shall submit the invoices received from the Field Engineer to Eversource for review and reimbursement, on a monthly basis, along with a weekly report documenting the Field Engineer's work, including location, hours spent at each location, and activities or observations conducted at that location.
- E. Disposal of Tree Clearing Debris. Tree clearing will result in production of logs and chips. Logs will be left adjacent to the Project ROW if requested by the property owner. If not, they will be trucked off-site. Chips will be disbursed on the ROW for soil stabilization at the direction of the Project environmental monitor or trucked off-site subject to the above. All products removed from the Project ROW will be utilized or disposed of consistent with state law. Tree stumps will only be removed if they are within access roads or construction pads. If removed, they will be disposed of consistent with state law.
- F. Disposal of Construction Debris. Construction of the Project will require the removal of existing distribution poles, conductors and other line hardware. These materials will be removed from the ROW to an Eversource- approved off-site recycling or disposal facility. All construction debris associated with construction of the new line will also be removed from the ROW and recycled or disposed as above. Handling of such materials will be performed in compliance with applicable laws and regulations.

- G. Blasting. If it is determined that blasting is required for this Project within Durham town limits, Eversource will retain a licensed blasting contractor, who will perform the amount of blasting required. Eversource and/or its blasting contractor shall provide notification, including, an approved site plan, contractor's license, certificate of insurance, vehicle trip sheet, and materials inventory, to the Durham Fire Department in advance of planned blasting. A blasting plan will be provided to the Town. Prior to each blast, Eversource and/or its blasting contractor shall notify police and fire departments via Strafford County Dispatch Center (603) 742-4968 prior to each blast. Eversource agrees to conduct appropriate monitoring and will cooperate with the Town Fire Chief, as necessary, to conduct safety inspections of the blast site(s). The handling, storage, sale, transportation, and use of explosive materials shall conform to all state and federal rules and regulations, including but not limited to NH RSA 158 et seq. and NH Code Admin R. Saf-C 1600, et seq.
- H. Construction Operation.
1. Eversource shall notify the Town prior to the start of construction for the use of Town roads. Eversource agrees to repair damage to Town roadways caused by Eversource or its contractors during the construction of this Project.
 2. Construction of the Project Facilities shall typically be between the hours of 7:00 am and 6:00 pm Monday through Friday, and between 9:00 am and 6:00 pm on Saturday. Construction will not typically be conducted outside of the work window, or on Sundays or holidays absent verbal, email or written permission from the Durham Public Works Director or the Town Engineer, which shall not be unreasonably withheld. Exceptions to this schedule include, but are not limited to, outage-related construction, work on the UNH campus, NH DOT requirements, and crossing of the bay.
 3. The start-up and idling of trucks and equipment will conform to all applicable New Hampshire Department of Transportation regulations. In addition, the start-up and idling of trucks and equipment on the Project Facilities will typically occur between 7:00 am and 6:00 pm, Monday through Friday, and between 9:00 am and 6:00 pm on Saturday.
 4. Notwithstanding anything in this Agreement to the contrary, upon mutual agreement between the Durham Public Works Director or Town Engineer and Eversource, over-sized vehicles delivering equipment and supplies may also travel on Town roads between the hours of 7:00 pm and 6:00 am and on Sundays. Utilization of this exception shall only be used sparingly and as a last resort.

- I. Road Construction and Road Restoration for Construction of Underground Segments. Eversource will comply with the following regulations when restoring or repairing all Town-maintained roads within the Town following construction of the Project Facilities underground in those Town maintained roads and rights-of-way, although no separate permit shall be required by Eversource for such street and right-of-way excavation. All roads shall be restored to conditions contained in the Certificate of Site and Facility issued by the Site Evaluation Committee when restoring locally-maintained roads and rights-of-way. Eversource will also comply with all NH Department of Transportation Utility Accommodation Manual requirements and all road restoration specifications described in Appendix 18 of Eversource's Application to the Site Evaluation Committee.
- J. Landscape Restoration. Eversource agrees to work with abutting landowners to establish reasonable and mutually agreeable vegetation screening plans on a case by case basis. This will include the planting of trees and shrubs of compatible species consistent with the safe operation and maintenance of the new line in residentially developed areas.
- K. The underground portion of the Project Facilities in Durham will be built in accordance with the proposed drawings submitted as part of Eversource's Application for a Certificate. Main Street and the bridge over the Rail Road, as a Class IV highway, are both maintained by the Town of Durham.

VI. MUNICIPAL ROADS

- A. Appendix 18 of the SEC Application, as revised by Appendix 18a, identifies aerial road crossings and underground installations. Should the SEC issue the Certificate of Site and Facility for the Project, Eversource requests that such a Certificate include approval for, including, the conduit, cable, wires, poles, structures, and devices over, under and along certain locally maintained public highways.
- B. Aerial Road Crossings.
 - 1. Appendix 18 of the SEC Application, as revised by Appendix 18a, identifies 11 aerial road crossings of municipally maintained highways (8 in Durham, 2 in Newington, and 1 in Portsmouth) and includes the required information as set forth in the UAM Appendix G, Detail G2; *Pole Licensing Procedures Step-by-Step*. Appendix 5 of the SEC Application, as revised by Appendix 5a, contains an engineering plan set titled *F107 Line and Structure Locations*, depicting all of the aerial road crossings.
 - 2. During installation of the aerial road crossings, Eversource will comply with traffic control plans consistent with the Manual on Uniform Traffic Control Devices (MUTCD), which are included in Appendix 18 Part C, as

revised by Appendix 18a, as required in UAM Section V and Section XV, A, d, 1 to ensure all work performed will be conducted in a manner to protect the public. Eversource shall contact the Durham Police Department when such traffic control plans are necessary and Eversource shall be responsible for the expenses of any special detail which the Durham Police Department deems necessary and appropriate.

3. Eversource has provided the Town with copies of Appendices 5, 5a, 18, and 18a. The Parties have reviewed and discussed the aerial road crossings of municipally maintained highways as contained in the SEC Application.
4. The Parties agree that the proposed aerial road crossings meet the minimum clearance standards set forth in the UAM.
5. The Director of Public Works and the Town Manager have reviewed the submitted construction drawings and engineering plans.

C. Underground Installation

1. Appendix 18 of the SEC Application, as revised by Appendix 18a, identifies underground installations situated within the right-of-way of municipally maintained highways in the Town of Durham and Newington. In the Town of Durham an underground segment will be used to cross under Main Street (also known as Old Concord Road) at the railroad crossing.
2. During installation of the underground portions of the Project Facilities, Eversource will comply with traffic control plans consistent with the Manual on Uniform Traffic Control Devices (MUTCD), which are included in Appendix 18 Part C, as revised by Appendix 18a, as required in UAM Section V and Section XV, A, d, 1 to ensure all work performed will be conducted in a manner to protect the public. Eversource shall contact the Durham Police Department when such traffic control plans are necessary and Eversource shall be responsible for the expenses of any special detail which the Durham Police Department deems necessary and appropriate.
3. Eversource has provided the Town with copies of Appendices 5, 5a, 18, and 18a. The Parties have reviewed and discussed the underground installations within municipally maintained highways as contained in the SEC Application.
4. The Director of Public Works and the Town Manager have reviewed the submitted construction drawings and engineering plans. Eversource will comply with the terms and conditions of paragraphs IV.A. and V.H., supra.

VII. ENVIRONMENTAL STANDARDS

- A. Wildlife Protection. As applicable, prior to commencing construction, Eversource shall provide the Town with copies of all protocols and plans for post-construction monitoring and impact mitigation related to wildlife that are contained in any permit condition or as a condition of the Certificate of Site and Facility issued by the NHSEC.

VIII. HISTORICAL RESOURCES

- A. Eversource shall take all appropriate and necessary steps to avoid and/or minimize impacts to historic resources in the Town of Durham. Of particular concern are historic stonewalls and cellars that cross the Easement. Eversource shall monitor work adjacent to historic stone walls and cellars as an additional means of avoiding and/or minimizing impacts to said resources during construction. In addition, Eversource shall comply with the final Historic Properties Monitoring Plan, Unanticipated Discovery Plan, Historic Properties Training Plan, and Curation and Repatriation Plan agreed upon with the New Hampshire Division of Historical Resources.
- B. In the event that new information or evidence of historic sites, archeological sites, or other archeological resources is found within the direct area of potential effect of the Project in Durham, Eversource shall report said findings to the NHSEC, NHDHR and provide the Town of Durham and the Durham Historic Association ("DHA") with notice that a report has been filed.
- C. In the event that changes in construction plans of the Project affect any archeological resources, historic sites, or other cultural resources, Eversource shall notify the NHSEC, NHDHR and the Town of Durham of any such change.
- D. Eversource shall take all necessary and appropriate steps to protect the following historic resources in Durham: (1) the stone walls listed in Mark Doperalski's letter to the Durham Historic Association dated May 17, 2018 shall be protected and walls situated in wetlands in Durham shall be protected by timber mats; (2) Impacts to other historic stone walls or boundary stone walls within the right-of-way or along access roads shall be avoided through the implementation of one or more of the following measures to include: (a) not traversing the wall, (b) traversing the wall through an existing breach, (c) traversing the wall using timber matting to temporarily bridge over the wall, or (d) placing the work pad on top of timber matting to elevate the work pad above the wall; (3) Eversource shall conduct a ground penetrating radar survey of the Samuel Hill family burial site described in the 1913 town history to avoid digging up the 18th century graves by the Field House from Main Street to Station 82+00 within the right-of-way and the Applicant shall comply with all requirements of the Unanticipated Discovery Plan, Appendix C to the Memorandum of Understanding Between New Hampshire State Preservation

Officer and Eversource Energy; (4) the "Quarry Sensitive Area" boundary shall be expanded west by approximately 150 feet on Environmental Map 15 of 21 to include the Quarrymen's granite slab bench near the top of the steep quarry cut, and the bench shall be flagged prior to construction to ensure that the bench is protected; (5) the Applicant shall also use timber matting on the Class VI portion of Beech Hill road and protect historic stonewalls and wetlands; and (6) on Foss Farm Road, the Applicant shall use timber matting from Stevens Way to the UNH Gate to avoid impacts to the Class VI Road, shall undertake only tree-limbing, and shall protect historic stonewalls and wetlands.

IX. FINANCIAL GUARANTEE

- A. Prior to commencing road weight limit exceedance truck travel in Durham and prior to any road excavation in Durham, Eversource shall provide the Town Administrator with a bond for a period of twenty-four months from the date of completion. The Parties agree the bond value shall be \$500,000. This bond shall be a financial guarantee to cover any damage due to road weight limit exceedance, and to ensure proper town road and right-of-way excavation and restoration.

X. RESOLUTION OF DISPUTES UNDER THIS AGREEMENT

- A. The Parties agree to work in good faith to reasonably and mutually resolve any and all disputes arising under this Agreement. If such disputes cannot be resolved, the Party or Parties may submit the disagreement to the SEC Administrator for resolution. The Parties agree that the SEC Administrator's decision on any unresolved disputes under this Agreement shall be final.

Public Service Company of New
Hampshire d/b/a Eversource Energy

By: Kenneth Bowes

Name: Kenneth Bowes

Title: VP-ISO Policy, Siting & Compliance

Date: 10/26/2018

Town of Durham

By: _____

Name: _____

Title: _____

Date: _____

Public Service Company of New
Hampshire d/b/a Eversource Energy

By: _____

Name: _____

Title: _____

Date: _____

Town of Durham

By: _____

Name: David J. Seale

Title: Administrator

Date: 10/26/19

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT ("Agreement") is entered into this ___ day of January 2018, between the Town of Newington, New Hampshire (the "Town") and Public Service Company of New Hampshire d/b/a Eversource Energy ("Eversource"), collectively (the "Parties"). Eversource and the Town may be collectively referred to herein as "the Parties".

WITNESSETH:

WHEREAS, Eversource is proposing to construct, own, operate and maintain a new 13-mile 115-kV electric transmission line between existing substations in Madbury, New Hampshire and Portsmouth, New Hampshire and to upgrade existing substations (collectively known as the Seacoast Reliability Project (the "Project")); and

WHEREAS, Eversource has submitted an application for a Certificate of Site and Facility for the Project to the New Hampshire Site Evaluation Committee ("SEC"); and

WHEREAS, a portion of the Project will be located in the Town ("Project Facilities"); and

WHEREAS, both the Town and Eversource desire that the Project be constructed in a manner that, to the extent practical, minimizes impacts to the environment and disruption to the public, provides reasonable assurance to the Town and its residents that construction impacts will be avoided, minimized, and mitigated, and facilitates the use of efficient construction methods; and

WHEREAS, it is in the best interests of the Town and Eversource to maintain an open line of communications regarding the construction of the Project in order to achieve common goals and establish consistent practices in furtherance of such goals; and

WHEREAS, the Town desires that Eversource comply with the following provisions during construction of the Project Facilities; and

WHEREAS, the Town and Eversource desire that the SEC adopt these provisions as conditions and incorporate them into any Certificate of Site and Facility it may grant Eversource for the Project;

NOW, THEREFORE, in consideration of the foregoing, the Town and Eversource hereby agree as follows:

I. PUBLIC INFORMATION, COMMUNICATIONS AND COMMENTS

- A. Public Inquiries and Comments. During construction of the Project Facilities, Eversource shall identify an individual(s), including phone number, email address, Project website and mailing address, posted at the Town Hall, who will be available for the public to contact with inquiries and comments. Eversource shall make reasonable efforts to respond to and address the public's inquiries and comments. This process shall not preclude the Town from acting on comments, provided however, that nothing in this paragraph shall be construed to allow the Town to respond to comments on behalf of Eversource.
- B. Signs. Signs shall be reasonably sized and limited to those necessary to facilitate construction, including but not limited to identification of the Project Facilities, warnings or liability information, construction information, or identification of private property. There will be no signs placed in the public ROW without the prior approval of the Town, except for those signs that are required as part of the traffic control plan, are in the area of the Newington Mall, are related to businesses within the Town, or are described in the SEC Application. After the completion of construction, signs visible from public roads shall be unlit and be no larger than twelve square feet, unless otherwise required by applicable permits or as otherwise approved by the Town.

II. EQUIPMENT AND FACILITIES

- A. Electrical Components. All electrical components of the Project Facilities shall conform to relevant and applicable state and national codes, and relevant and applicable international standards.

III. REPORTS TO THE TOWN

- A. Incident Reports. During construction of the Project Facilities, Eversource shall provide the following to the Chairman of the Board of Selectmen or the Chairman's designee as soon as practicable, but not later than thirty days after an incident within the Town: copies of all reports of environmental incidents or industrial accidents that require a report to the U.S. EPA, NHDES, OSHA or another federal or state government agency.

IV. USE AND EXCAVATION OF TOWN ROADS, FINANCIAL GUARANTEE FOR ROAD DAMAGE, LAYDOWN AREAS, AND MARSHALLING YARDS

- A. Public Roads. In the event that Eversource wishes to utilize Town roads for construction of the Project Facilities for oversize or overweight vehicles, and/or use during posted weight limit time periods, then Eversource shall:
1. Roadway Roads and Vehicle Load Notification/Road Inspections. No less than forty (40) days prior to the commencement of travel over Town roads by vehicles that shall exceed the Town's applicable road weight limits,

Eversource shall file a road weight limit exceedance notification with the Selectmen that identifies the proposed portions of all Town roads over which any project related vehicles whose weight and load exceeds the applicable road weight limits will be traveling. The notification shall include projected vehicle weights with loads, indicating which vehicles shall be traveling over which roads. The Town shall engage S.W. Cole Engineering, a mutually agreed upon professional engineering firm to conduct a series of explorations/borings, as necessary and where previous documentation is not available or insufficient. These explorations/borings shall be made only to the roads proposed to be used for construction access by such heavy vehicles to determine the thickness of the pavement section materials (pavement and aggregate base) and to characterize the grain size distribution and strength of the aggregate base and supporting subgrade materials. All reasonable and necessary costs associated with this engineering and investigations, after review and approval by the SEC Administrator, shall be paid directly by Eversource. These roads used for construction access shall also be subject to a pre- and post-construction survey, conducted by S.W. Cole Engineering, the mutually agreed upon professional engineering firm, to document the visual surface conditions that characterize seven (7) types of road conditions: 1) alligator cracking; 2) longitudinal cracking; 3) edge cracking; 4) patching any potholes; 5) roughness; 6) rutting; and, 7) roadside drainage. Based on the results of the explorations and pre-construction survey, the Selectmen reserve the right to suggest that Eversource use certain roadways or routes to access the proposed Project destination in order to minimize damage to certain Town roads. Should the Selectmen suggest that certain roadways or routes be used, Eversource will work with the Selectmen to the greatest extent practicable, to conform use of Town roadways to the Town's preferences. The pre- and post- construction explorations and surveys shall be utilized by the Town to inform the Town's engineers' judgments whether road damage has occurred from Eversource's heavy vehicle traffic which requires repair per this Agreement. S.W. Cole's pre-construction and post-construction road condition explorations/boring and visual survey work shall be provided simultaneously to the Selectmen and to Eversource. Eversource shall be included in all communications between any Town representative and S.W. Cole including meetings, emails, documentation and reports (draft, preliminary, final or any other status of documentation). The Town contract with S.W. Cole will explicitly define the communication requirements to include Eversource. The scope of work and costs associated with the pre- and post- construction surveys shall not exceed \$25,000 and must be submitted to Eversource for review and mutual agreement prior to the contract Notice to Proceed. Eversource's use of the Town's roadways by heavy vehicles that exceed the Town's weight limits shall not begin until 40 days after the Notice to Proceed, so that S.W. Cole shall have sufficient time to perform its pre-construction survey and inspections outlined above per the scope of work.

2. Acceptance by the Selectmen of heavy vehicles exceeding the Town roadway maximum weight limits is not a waiver of Eversource's obligation to repair all damage to Town roads traveled upon by Eversource or its contractors. Eversource acknowledges that it shall be responsible for the cost to repair Town roadway damage attributable to Project related traffic impacts by vehicles that exceed the town's weight limits, as measured by the pre-and post-construction surveys and analysis referenced above.
3. Eversource shall not have to file a Town Street and Right-Of-Way Excavation permit for any excavations within Town maintained roads and rights-of-way; however, Eversource shall adhere to Road Construction and Road Restoration standards set forth herein Section V, F, with the provision that unless the restoration of roadway standards are expressly addressed in Section V, F, Eversource shall restore the Town's roads to N.H. DOT standards. All roads shall be restored to its pre-existing condition or as close as practical, consistent with such standards under the inspection and supervision of the Town Engineer. Restoration of the non-paved portions of the Town's right-of-way, including grassland and landscaped areas shall follow the restoration standards set forth in Section V, F.
4. During construction of the Project Facilities, the Town shall provide the Applicant copies of roadway weight limit exceedance permits issued for all other construction vehicles and their weight that are using Nimble Hill Road, Gundalow Landing, and Little Bay Road that exceed the Town's weight restrictions.
5. Financial Guarantee for Damage Due to Road Weight Limit Exceedance and to Ensure Proper Town Road and Right-of-Way Excavation and Restoration. Prior to commencing road weight limit exceedance truck travel in Town and prior to any Town road excavation, Eversource shall provide the Board of Selectmen with a bond for a period of twenty-four months from the date of completion. The Parties agree the bond value shall be \$500,000. The only roads expected to be used by Eversource are Nimble Hill Road, Gundalow Landing and Little Bay Road.
6. In accordance with the New Hampshire Department of Transportation Utility Accommodation Manual, and prior to commencing construction, Eversource may take photographs or videos in sufficient detail to show the existing condition of the roads to be utilized by Eversource, including any area to be disturbed within the ROW, and shall furnish a copy of any such photographs or videos to the Town prior to the start of work.
7. As soon as possible temporarily repair, at Eversource's expense, any Town road damage caused directly by Eversource (or its contractors) at any time

to ensure safe passage. Final repair of Town roads shall be subject to the inspection and approval by the Town Engineer or his designee.

8. Reimburse the Town for reasonable costs associated with special police details, if required to direct or monitor traffic within the Town limits during construction of the Project Facilities.
 9. Upon a determination by the S.W. Cole Engineering that there has been damage to Town roads arising from project related heavy vehicle traffic, that will require repairs of restoration below the wearing course of the roadway, Eversource may (within 90 days) present to the Town its own information as to heavy vehicle road traffic causality or the Town's road damage repair cost determination and the Town shall consider such information. Should there be a dispute after the Town makes its final determination as to causality and repair cost, Eversource may within 90 days appeal the Town's determination to the SEC administrator, who shall hear the parties' information and shall make such determination as fairness and equity shall require.
- B. Access Roads. Eversource shall construct and maintain access roads that allow for year-round access to the Project Facilities at a level that permits passage of emergency response vehicles. Upon completion of the Project, Eversource shall restore the land to its pre-existing condition within the municipal right-of-way and to either the pre-existing condition or similar, unless the landowner shall otherwise agree, for land outside of the municipal right-of-way. Access to the Flynn Pit area shall be gated by Eversource in consultation with the Selectmen.
- C. Laydown Areas and Marshalling Yards. In the event that Eversource wishes to utilize property within the Town for laydown areas or marshalling yards to support the construction of the Project Facilities, then Eversource shall:
1. Identify and notify the Town of all property in Newington that it seeks to use for construction, operation or maintenance of the Project Facilities. The use of such property, if not previously disclosed and expressly permitted by the terms of the Certificate, shall be submitted for the approval of the SEC Administrator, with contemporaneous notice to the Town. The SEC Administrator may consider input by the Town and the public.

V. PROJECT CONSTRUCTION COMMITMENTS

- A. Stormwater Pollution Prevention Plans. – Prior to the commencement of construction of any Project Facilities, Eversource shall provide the Town with a copy of the New Hampshire Stormwater Pollution Prevention Plan, as approved by the NHDES showing the construction layout of the Project Facilities.

- B. Construction Schedule. Eversource shall provide the Selectmen and adjacent property owners with the proposed overall Project schedule at least thirty (30) days prior to the commencement of Project construction. At least fourteen (14) days prior to the commencement of construction activity for any Project Facilities, Eversource shall provide the Selectmen and adjacent property owners notification (e.g. door hanger, electronic mail, letter, telephone call, or any other reasonable means of notification) of construction in their neighborhood. The construction schedule shall be subject to change and the Selectmen are to be notified of such changes.
- C. Disposal of Tree Clearing Debris. Tree clearing will result in production of logs, and chips. Logs will be left adjacent to the Project ROW if requested by the property owner. If not, they will be trucked off-site. Chips will be disbursed on the ROW, if mutually agreeable to the property owner for soil stabilization at the direction of the Project environmental monitor or trucked off-site, subject to the above. All products removed from the Project ROW will be utilized or disposed of consistent with state law. Tree stumps shall not be unearthed and buried and will only be unearthed and removed if they are within access roads or construction pads. If removed, the tree stumps will be disposed of off-site, but shall not be disposed of at Town Facilities.
- D. Disposal of Construction Debris. Construction of the Project will require the removal of existing distribution poles, conductors and other line hardware. These materials will be removed from the ROW to an Eversource approved off-site recycling or disposal facility. All construction debris associated with construction of the new line will also be removed from the ROW and recycled or disposed as above. Handling of such materials will be performed in compliance with applicable laws and regulations.
- E. Construction Operation.
1. Construction of the Project Facilities shall not exceed a ten (10) hour work window between the hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday. Construction will not typically be conducted outside of the 10 hour work window, or on Sundays or holidays, absent written permission from a Town representative, including, any member of the Board of Selectmen or the Town Engineer, which shall not be unreasonably withheld. Exceptions to this schedule include, but are not to be limited to, outage-related construction, crossing of the bay and associated landing activities, work in the Crossing at Fox Run shopping center and the construction for crossing the Spaulding Turnpike.
 2. The start-up and idling of trucks and equipment will conform to all applicable New Hampshire Department of Transportation regulations. In addition, the start-up and idling of trucks and equipment on the Project

Facilities will typically be conducted between 7:00 a.m. and 7:00 p.m., Monday through Saturday.

3. Notwithstanding anything in this Agreement to the contrary, upon mutual agreement between the Selectmen, or a representative designated by the Selectmen prior to the commencement of construction, and Eversource, which shall not be unreasonably withheld, over-sized vehicles delivering equipment and supplies may travel on Town roads between the hours of 7:00 pm and 6:00 am and on Sundays so that the timing of such over-sized deliveries will minimize potential disruptions to area roads and residents.
4. Construction Noise. Eversource will adhere to all applicable federal standards with respect to noise.

F. Road Construction and Road Restoration for Construction of Underground Segments. Eversource will comply with the following regulations when restoring or repairing all Town maintained roads within the Town following construction of the Project Facilities underground in those Town maintained roads and rights-of-way, although no separate permit shall be required by Eversource for such street and right-of-way excavation. As noted in Section IV, 3, all roads shall be restored to their pre-existing condition, to the extent practical, with the provision that unless the restoration standards are expressly addressed below, Eversource may restore the Town roads and right-of-way to NH DOT standards.

1. Proper inspection, at Eversource's sole expense, by the Town Engineer or his designee, shall be required for all excavation and right-of-way restoration and roadway repair work. The Town Engineer/Inspector shall check in and check out with the construction contractors when arriving and departing the inspection site. The inspector shall record the date and time of all inspecting work. The contractor shall notify the inspector for inspections of the work as directed by the Town Engineer.
2. All authorized road excavation and restoration work shall be performed Monday through Saturday, 7 a.m. – 7 p.m. from April 15th through November 15th unless Eversource obtains written permission from the Board of Selectmen to do work at another time. Such permission shall be granted only in the case of an emergency, in the event the work authorized by the permit is to be performed in a high traffic and congested area, or if in the best interest of the Town.
3. Eversource shall comply with current DIG-SAFE requirements as specified by NH state law.
4. Where it is necessary to cut and remove pavement, curb, sidewalk and/or other surface improvements, the material shall be cut and removed by means of equipment and tools suitable to the type of material to be

removed, and in a manner that results in a minimum amount of damage to adjacent improvements. NOTE: The saw cuts shall be required for all roadway excavations, and shall be a minimum of two (2) feet from the edge of the excavation. The first cut shall be for construction and the second shall be for the permanent patch.

5. A minimum of one lane of traffic shall be provided on streets at all times, unless a temporary detour is available. No opening or excavation in any street shall extend beyond the centerline of the roadway before being backfilled and the surface of the roadway made passable to traffic.
6. All trenches shall be backfilled with suitable, material in a thickness and material as specified by the Town of Newington's Construction Specifications for Residential Roadways, or Construction Specifications for Non-Residential Roadways, whichever is applicable. Connector Roadways such as, but not limited to, Little Bay, Fox Point, Nimble Hill, Old Post, Newington, McIntyre Roads and Patterson Lane shall be considered Non-Residential Roadways for purposes of these restoration standards.
7. Any excavation shall be backfilled, compacted and temporarily patched or plated at the completion of work. In no case, shall an open excavation be left overnight. All temporary patches shall be of an acceptable hot patch material depending on the location of the opening; plating is also an acceptable alternative. The contractor shall maintain effective 24/7 dust control measures in accordance with best management practices.
8. The surface of the street shall be permanently restored as soon as possible after completion of the work for which the permit has been given. No permanent street restoration will be allowed between November 15 and April 15. Eversource will be responsible for a permanent patch that meets the specifications of the Town of Newington for a period of two (2) years from the date of final inspection. Final restoration shall occur no sooner than one (1) year after permanent installation to the required standards. If at any time during this 24 month period the excavation requires any additional work (repair of settlement, loaming, seeding, etc.), Eversource will be responsible to complete this work in a timely manner following written notification by the Town. The Town of Newington reserves the right to repair any excavation at Eversource's expense if public safety dictates.
9. Any sidewalk affected shall be restored with a minimum of 6 inches of compacted crushed gravel placed beneath the pavement material. The pavement material shall be matched in kind, except that hot top shall be at least 2 inches thick and 3000 psi concrete a minimum of 4 inches thick.

10. With the approval of the underlying landowner on land outside of the municipal right-of-way, any existing grassland or landscaped area that is disturbed shall be restored with the stockpiled, original loam stored on site, with a minimum of 6 inches of compacted screened loam, fertilized, with a matching seed and mulched. No original loam shall be taken off site. Within the municipal right-of-way, any existing grassland or landscaped area that is disturbed shall be restored with the stockpiled, original loam stored on site, with a minimum of 6 inches of compacted screened loam, fertilized, with a matching seed and mulched. No original loam shall be taken off site.
 11. Eversource will furnish the Town with an as-built plan certified by a registered land surveyor or licensed professional engineer in PDF and CAD format for all underground installations.
 12. Eversource shall take all appropriate measures to assure that during performance of the excavation work, so far as practical, normal traffic conditions including vehicular, bicycle, and pedestrian traffic shall be maintained so as to cause as little inconvenience as possible to the occupants of the adjoining properties and to the general public.
 13. It shall be the responsibility of Eversource to provide all necessary cones, barricades, flashing lights, signs, qualified uniformed police officers and flaggers. Requests for uniform police officers shall be made at least 24 hours prior to the commencement of a traffic control assignment.
 14. Maintenance of traffic shall be accomplished by the use of flaggers or qualified uniformed police officers wherever construction restricts the flow of traffic on frequently traveled roads, or as required to direct traffic through or around the work or as ordered.
 15. When the work area encroaches upon a sidewalk, walkway or crosswalk area, protective barriers, together with warning and guidance devices and signs, must be utilized so that the passageway is safe and well defined.
 16. If acceptable traffic control is not maintained, as determined by the Selectmen, the Police Chief or their designee, the contractor may be required to suspend work that interferes with traffic.
- G. Insurance. At least fourteen (14) days prior to the commencement of any project construction, Eversource or its selected contractor shall provide the Board of Selectmen with a certificate of insurance, naming the Town of Newington as additionally insured, providing the following coverage:
- a. Comprehensive General Liability Insurance with limits of not less than

\$1,000,000 per occurrence for bodily injury, \$500,000 per occurrence for property damage, \$2,000,000 general aggregate, \$50,000.00 fire damage (any one fire) and \$5,000.00 for medical expenses (any one person).

- b. Automobile Liability Insurance with limits not less than \$1,000,000 per occurrence for bodily injury, and \$500,000 per occurrence for property damage.
 - c. Worker's Compensation Insurance including Employer's Liability Insurance with limits of \$100,000 for each accident.
 - d. In addition, it is agreed by the Town that Eversource shall be entitled to self-insure consistent with Eversource's usual and standard self-insurance practices as a utility operating company subsidiary of the Eversource Energy system of companies, and Eversource may provide its customary letter certification of its self-insurance obligations issued by the Eversource Claims & Insurance Department.
- H. Indemnification. Eversource agrees to indemnify and save harmless the Town of Newington, NH from all claims and damage or injury, that may arise directly from or in connection with the encumbrance, obstruction or use of the street, highway, sidewalk or greenbelt within the Town's right-of-way as result of or in connection with the Eversource construction, but this shall not extend to any claims, damage or injury caused by or resulting from the conduct or omissions of the Town, its officers, employees, agents, contractors, and/or representatives, or the use of or activities within such street, highway, sidewalk or greenbelt by the public that is unrelated to Eversource's projects.

VI. ENVIRONMENTAL STANDARDS

- A. Wildlife Protection. As applicable, prior to commencing construction, Eversource shall provide the Town with copies of all protocols and plans for post-construction monitoring and impact mitigation related to wildlife that are contained in any permit condition or as a condition of the Certificate of Site and Facility issued by the NHSEC.
- B. Landscape Restoration. Eversource agrees to work with abutting landowners to establish reasonable and mutually agreeable vegetation screening plans on a case-by-case basis. This will include the planting of trees and shrubs of compatible species consistent with the safe operation and maintenance of the new line in residentially developed areas.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first above written.

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE D/B/A EVERSOURCE ENERGY

By: Mary Ellen Paravalos

Name: Mary Ellen Paravalos

Title: Vice President ISO, Siting, + Compliance

Date: January 31, 2018

TOWN OF NEWINGTON

By: Jan Stuart

Name: Jan Stuart

Duly Authorized

Title: Chair, Board of Selectmen

Date: February 5, 2018

By: Michael Marconi

Name: Michael Marconi

Title: Selectman

Date: February 5, 2018

By: Ted Connors

Name: Ted Connors

Title: Selectman

Date: February 5, 2018

**ADDENDUM TO MEMORANDUM OF UNDERSTANDING EXECUTED ON
FEBRUARY 5, 2018**

COMPLIANCE WITH NEWINGTON BLASTING REGULATIONS

THIS ADDENDUM ("Addendum") is entered into this 12th day of July, 2018, between the Town of Newington, New Hampshire (the "Town") and Public Service Company of New Hampshire d/b/a Eversource Energy ("Eversource"), collectively (the "Parties"). Eversource and the Town may be collectively referred to herein as "the Parties".

WITNESSETH:

WHEREAS, Eversource is proposing to construct, own, operate and maintain a new 13-mile 115-kV electric transmission line between existing substations in Madbury, New Hampshire and Portsmouth, New Hampshire and to upgrade existing substations (collectively known as the Seacoast Reliability Project (the "Project")); and,

WHEREAS, Eversource has submitted an application for a Certificate of Site and Facility for the Project to the New Hampshire Site Evaluation Committee ("SEC"); and,

WHEREAS, a portion of the Project will be located in the Town ("Project Facilities"); and,

WHEREAS, both the Town and Eversource desire that the Project be constructed in a manner that, to the extent practical, minimizes impacts to the environment and disruption to the public, provides reasonable assurance to the Town and its residents that construction impacts will be avoided, minimized, and mitigated, and facilitates the use of efficient construction methods; and,

WHEREAS, it is in the best interests of the Town and Eversource to maintain an open line of communications regarding the construction of the Project in order to achieve common goals and establish consistent practices in furtherance of such goals; and,

WHEREAS, on February 5, 2018, the Parties executed a Memorandum of Understanding;

WHEREAS, the Town desires that Eversource comply with the following provisions relating to blasting during construction of the Project Facilities in Newington; and,

WHEREAS, the Town and Eversource desire that the SEC adopt these provisions as conditions and incorporate them into any Certificate of Site and Facility it may grant Eversource for the Project.

NOW, THEREFORE, in consideration of the foregoing the Town and Eversource hereby agree as follows:

- I. General Terms, Blasting. The handling, storage, sale, transportation, and use of explosive materials shall conform to all state and federal rules and regulations, including but not limited to NH RSA 158 et seq. and NH Code Admin R. Saf-C 1600, et seq.:
 - A. Blasting may be required in shallow-to-bedrock soil depths and subsurface boulders. In these instances, Eversource will retain a blasting contractor, who will perform the limited amount of blasting required.
 - B. Town officials and abutting landowners will be notified in advance of such activity.
 - C. No person may load or fire explosive materials, as defined in NH Code Admin. R. Saf-C 1602.13, unless such person or his supervisor is a licensed blaster in conformance with the rules and regulations promulgated under RSA 158:9 of the State of New Hampshire. Proof of said license shall be provided upon request to the Fire Chief.
- II. Specific Terms, Blasting. Eversource shall observe the Town of Newington's Blasting Regulations, attached as Exhibit A, subject to the following modifications:
 - A. Section 202-11.
 1. Modification to 202-11(A).
 - i. Eversource shall not be required to obtain a permit from the Newington Fire Chief.
 2. Modification to 202-11(B).
 - i. Eversource or its contractor shall file a written blasting application to the Newington Fire Chief. The Newington Fire Chief agrees to either approve or disapprove the application; such written approval to proceed with blasting shall not be deemed to be a "permit to use explosive materials".
 - ii. The Newington Fire Chief shall not unreasonably withhold its approval of a blasting application.
 - iii. Any disapproval may be appealed to the Town of Newington Board of Fire Engineers, who shall hear and act upon an appeal within five (5) business days.

- iv. Any decision by the Town of Newington Board of Fire Engineers may be appealed to the SEC Administrator, whose determination on such appeals shall be followed by the Parties.

B. Section 202-12.

- 1. Eversource shall not have to pay a blasting permit fee per section 202-12(A), as there shall be no "permit" issued by the Town of Newington Fire Department.
- 2. Eversource shall comply with Section 202-12(B) by submitting the required materials.
- 3. Eversource shall submit its application for blasting to the Fire Chief at least 10 and not more than 30 business days prior to the estimated start date of blasting operations.
- 4. Section 202-12(D) is not applicable.

C. In all other respects, the term "written approval" shall be read into the regulations where the term "permit" appears.

D. The Parties agree that in all other respects, the blasting regulations shall be observed by the Parties subject to the modifications above.

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum as of the date and year first above written.

PUBLIC SERVICE COMPANY OF NEW
HAMPSHIRE D/B/A EVERSOURCE ENERGY

By: Mary Ellen Paravalos

Name: Mary Ellen Paravalos
Duly Authorized

Title: Vice President ISO, Siting and Compliance

Date: 7/5/18

TOWN OF NEWINGTON

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum as of the date and year first above written.

PUBLIC SERVICE COMPANY OF NEW
HAMPSHIRE D/B/A EVERSOURCE ENERGY

By: _____

Name: _____
Duly Authorized

Title: _____

Date: _____

TOWN OF NEWINGTON

By:  _____

Name: Timothy "Ted" Connors

Title: Chair, Board of Selectmen

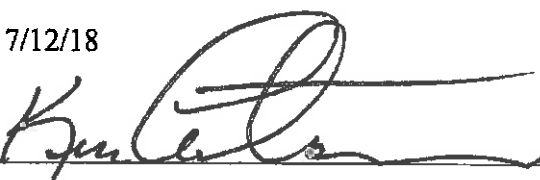
Date: 7/12/18

By:  _____

Name: Michael Marconi

Title: Selectman

Date: 7/12/18

By:  _____

Name: Ken Latchaw

Title: Selectman

Date: 7/12/18

Article I: General Provisions

§ 202-1 Applicability.

- A. This chapter shall apply to the transportation, storage, possession and use of explosive materials in the Town of Newington.
- B. This chapter shall not apply to:
 - (1) Explosive materials while in the course of transportation via railroad, water, highway or air when explosive materials are moving under the jurisdiction of and in conformity with regulations adopted by any federal or state department or agency.
 - (2) The laboratories of schools and similar institutions when confined to the purpose of instruction or research or to explosive materials in the forms prescribed by the official United States Pharmacopoeia or the National Formulary and used in medicines and medicinal agents.
 - (3) The normal and emergency conditions of any government, including all departments, agencies and divisions thereof, provided that they are acting in their official capacity and in the proper performance of their duties or functions.
 - (4) Explosive materials for delivery to any government or any department, agency or division thereof.
 - (5) Pyrotechnics commonly known as "fireworks," including signaling devices such as flares and fuses.
 - (6) Small arms ammunition and components thereof, which are subject to the Gun Control Act of 1968 (Title 18, Chapter 44, of the United States Code) and regulations promulgated thereunder.
 - (7) Gasoline, fertilizers and propellants used in propellant-activated power devices or tools.
- C. Blasting should be the last option as a technique to assist excavation. The applicant shall present information why non-blasting methods (e.g. mechanical hammering, et cetera) are not feasible.

§ 202-2 Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

AUTHORIZED, APPROVED or APPROVAL

Authorized, approved or approval by the Fire Chief or his designee.

BLAST AREA

The area of a blast within the influence of flyrock gasses and concussion.

BLASTER

That qualified person in charge of and responsible for the loading and firing of a blast.

BLASTING AGENT

An explosive material which meets prescribed criteria for insensitivity to initiation in conformity with Title 27 of the Code of Federal Regulations, Section 55.11 (for storage), and Title 49 of the Code of Federal Regulations (for transportation).

BLAST SITE

The area where explosive material is handled during loading, including the perimeter of blast holes and for a distance of 50 feet in all directions from loaded holes or holes to be loaded.

DETONATING CORD

A flexible cord containing a center core of high-velocity explosive and used to initiate other explosives.

Town of Newington, NH General Provisions

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DETONATOR

Any device containing any initiating or primary explosive that is used for initiating detonation. The term includes, but is not limited to, electric blasting caps of instantaneous and delay types, blasting caps for use with safety fuses, detonating cord delay connectors and nonelectric instantaneous and delay blasting caps which use detonating cord or other replacement for electric lag wires.

EXPLOSIVE

Any chemical compound mixture or device, the primary or common purpose of which is to function by explosion.

EXPLOSIVE MATERIALS

These include explosives, blasting agents and detonators. The term includes, but is not limited to, dynamite and other high explosives, safety fuses, detonating cord and igniters. Title 49 of the Code of Federal Regulations, Parts 1 through 999, subdivide these materials into:

- A. Class A explosives: detonating or otherwise maximum hazard.
- B. Class B explosives: flammable hazard.
- C. Class C explosives: minimum hazard.
- D. Blasting agents: See definition.

Fire Chief shall mean the Newington Fire Chief or the Chief's designee.

HIGH EXPLOSIVES

Explosives which are characterized by a very high rate of reaction, high pressure development and the presence of a detonation wave in the explosive.

PERSON

Any individual, corporation, company, association, firm, partnership, society or joint-stock company.

PYROTECHNICS

Any combustible or explosive compositions or manufactured articles designed and prepared for the purpose of producing audible or visible effects. "Pyrotechnics" are commonly referred to as "fireworks."

SAFETY FUSE

A flexible cord containing an internal burning medium by which fire or flame is conveyed at a continuous and uniform rate from the point of ignition to the point of use, usually a fuse detonator.

§ 202-3 Word usage.

Words used in the singular shall include the plural and in the plural shall include the singular. Words used in the masculine gender shall include the feminine gender and vice versa.

§ 202-4 Forms and procedures.

The Fire Chief shall issue forms necessary or useful for carrying out the purposes of this chapter. (1) He may also establish procedures necessary or useful for carrying out the purposes of this chapter which are consistent with the provisions of this chapter.

[1] *Editor's Note: Said Forms are on file at the Fire Department and in the town offices and may be examined there during regular business hours.*

§ 202-5 Violations and penalties.

Any person who violates any provision of this chapter commits a separate violation of this chapter for each provision violated and shall be subject to a civil fine of not more than \$500 for each separate violation.

Article II: Licenses and Permits

§ 202-6 Applicability of Article.

Safety and security are primary considerations in the manufacture, transportation, storage, sale, possession and use of explosive materials. An appropriate and thorough system of licensing or permitting is designed to promote these considerations by assuring that these products come only into the hands of qualified persons who require them in their own occupation.

- A. The license and permit requirements of this Article shall apply to all explosive materials.
- B. This Article is intended to supplement existing federal and state laws and regulations.

§ 202-7 Exceptions.

This Article shall not apply to hand-loading of small arms ammunition for personal use and not for resale.

§ 202-8 Manufacture of explosives.

- A. The manufacture of explosive materials within the Town of Newington shall be limited to those having an appropriate state and/or federal license.
- B. The manufacture of explosive materials within the Town of Newington shall be prohibited when such manufacture presents an undue hazard to life and property.

§ 202-9 Dealers of explosives.

- A. Persons intending to act as dealers in explosive materials must possess an appropriate federal license from the Bureau of Alcohol, Tobacco and Firearms.
- B. Explosive materials shall not be sold, given, delivered or transferred to any person not in possession of a valid license or permit.

§ 202-10 Blaster's license required.

- A. No person may load or fire explosive materials unless such person or his supervisor is a licensed blaster in conformance with the rules and regulations promulgated under RSA 158:9 of the State of New Hampshire.
- B. Proof of said license shall be provided upon request to the Fire Chief.

§ 202-11 Permit required.

- A. No person shall use explosive materials within the Town of Newington without first obtaining the proper permit from the Newington Fire Chief which authorizes him to use such materials. The permit application shall be accompanied by a letter of explanation setting forth why non-blasting methods are not feasible.
- B. The authorized agent or person conducting an operation or activity requiring the use of explosive materials shall obtain a permit to use explosive materials and shall be responsible for the results and any other consequences of any loading and firing of explosive material and shall permit the loading and firing to be performed or supervised only by a licensed blaster.

§ 202-12 Permit applications; fees; pre-blasting conference; renewal.

- A. Application for a permit or its renewal shall be made to the Fire Chief on forms provided by him, with a copy to be simultaneously filed with the New Hampshire Board of Selectmen, and shall contain such information as may be required.

Town of Newington, NH Licenses and Permits

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B. Applications submitted shall have attached proof of the following:

- (1) State of New Hampshire license to use, purchase and transport explosive materials.
- (2) State of New Hampshire certificate of competency to conduct blasting operations.
- (3) Certificate of Insurance showing minimum coverage of \$2,000,000 bodily injury and \$500,000 property damage by a carrier authorized by the State of New Hampshire Insurance Commissioner to do business in New Hampshire. The insurance certificate shall state that the insurance company is authorized to do business in the State of New Hampshire.
- (4) The blaster's license of the person in charge of or supervising the use of explosives.
- (5) Written permission from the owner of the land on which the use of explosives will occur for the Fire Chief to inspect the land during the period of the permit and until 20 days after the expiration of the permit.

C. Applications with application permit fees must be received by the Fire Chief at least 10 and not more than 30 business days prior to the estimated start date of blasting operations.**D. A fee shall be assessed for each permit. Checks shall be made payable to the Town of Newington with "Fire Department" noted on the check. The check must be received by the Fire Department prior to permit approval and issuance. Permit fee rates have been established by either the Board of Fire Engineers or by the Board of Selectmen.****E. Pre-blasting conferences may be scheduled by the Fire Chief prior to approval of permit application. Conference attendees may include but not be limited to representatives of the blaster, other town officials and/or citizens likely to be affected by blasting operations.****F. If an application for renewal is filed with the issuing authority before expiration of the old permit, the renewal will become effective when the old permit expires. No renewal permit shall be issued more than 30 days before the expiration date of the current permit.****G. If an application for renewal is filed after the expiration of the old permit, it shall be considered as an application for a new permit.****§ 202-13 Permit restrictions.**

- A. No permit shall be assigned or transferred.
- B. Approved permits shall be dated and be valid for no more than one year from date of issue.
- C. The permit expiration date shall be no later than the expiration date of the blaster's insurance certificate.
- D. The permit shall bear the name and address of the person who applied for the permit, the name and address of the person(s) with a blaster's license who will supervise the use of explosives and the signature of the approving authority.

§ 202-14 Denial, revocation or suspension of permit.**A. A permit for use of explosive materials may be denied, revoked or suspended for any of the following reasons:**

- (1) Noncompliance with any order of the issuing authority.
- (2) If it is determined that any applicant or permit holder was or is under the influence of any drug (prescription or nonprescription) or alcohol that may have impaired their judgment or ability to transport, store, possess or use any explosive material under the jurisdiction of the Town of Newington in a safe and prudent manner, while operating under such permit, their permit to operate in the town shall be suspended immediately. The Fire Chief shall contact the Newington Police Department and the State of New Hampshire Department of Safety if they feel that any applicant or permit holder has or is suspected of violating this or any part of this chapter because

Town of Newington, NH Licenses and Permits

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they may have been or were impaired by any drugs (prescription or nonprescription) or alcohol. No permit to operate shall be reissued until the matter is fully investigated and the Fire Chief's office provided with the findings of any investigations into the matter.

(3) Proof that the permit holder or applicant suffers from a mental or physical defect that would interfere with the safe handling of explosive materials.

(4) Violation by the applicant or permit holder of any provision of any law or regulation relating to explosive materials or proof that false information was willfully given or a misrepresentation was willfully made to obtain the permit.

(5) Determination by the issuing authority that blasting operations pose a hazard to the health or property of any person or have or will cause an unnecessary nuisance to any person.

(6) For other good cause.

B. Notification; hearing.

(1) In any case where the Fire Chief determines that it may be appropriate to deny a permit, he shall promptly notify the applicant. Said notice will set forth specific basis for the denial and state that, upon written request, a hearing before the Chief will be held within 10 days after the date of receiving the request. Following said hearing, the Chief will make a final determination as to whether to grant or deny the applicant a permit.

(2) In any case where the Fire Chief determines that it may be appropriate to revoke a permit from a current permit holder, he shall promptly notify the applicant that the applicant's current permit is temporarily suspended pending a hearing. Said notice will set forth specific basis for the suspension and anticipated revocation and state that, upon written request, a hearing before the Chief will be held within 10 days after the date of receiving the request. Following said hearing, the Chief will make a final determination as to whether to revoke the permit.

C. Within 15 days after such hearing, the Fire Chief shall state his findings and conclusions, in writing, and transmit a copy to the applicant or former permit holder.

D. Upon notice of the revocation or suspension of any permit, the former permit holder shall immediately surrender to the issuing authority the permit and all copies thereof.

§ 202-15 Licenses and permits available for public inspection; protection of permits.

A. Licenses (or copies thereof) to deal in explosive materials shall be kept available for inspection at each place of operation.

B. A permit to blast (or copies thereof) shall be kept available for inspection at each place of operation.

C. Permit holders shall take every reasonable precaution to protect their permits from loss, theft, defacement, destruction or unauthorized duplication, and any such occurrence shall be reported immediately to the Fire Chief.

§ 202-16 Recordkeeping and reporting.

A. A holder of a permit to use explosive materials shall make a record of all operations within the Town of Newington. Such record shall be made available to the Fire Chief upon request and shall be retained for five years.

B. All persons holding a blasters permit shall make daily records for each blast that at a minimum contains the information required by the current version of the Newington Fire Department's Records Requirements for Blasting. These records shall be retained for five years.

C. The Fire Chief shall be notified promptly by any permit holder of a change in business address or phone number and home address, if applicable.

D. The theft or loss of explosive materials shall be reported immediately to the Fire Chief and to the Newington Police Department.

- E. Records made and kept pursuant to regulations promulgated by any federal or state agency need not be duplicated to satisfy the requirements of this section.

Article III: Use of Explosive Materials

§ 202-17 General regulations.

- A. The conduct of all blasting operations shall be governed by the New Hampshire Code of Administrative Rules, Chapter Saf-C 1600, Explosives.
- B. In the case of conflicting rules or regulations, the most stringent rule or regulation shall apply.
- C. While explosive materials are being handled or used, smoking shall not be permitted, and no one near the explosive material shall possess matches, open flame or fire- or flame-producing devices, except that the blaster may possess a device for the specific purpose of igniting the safety fuse.
- D. No one shall handle explosive materials while under the influence of alcohol, narcotics or other substances that may impair one's judgment.
- E. For all blasts, the blaster shall exercise precautions to prevent injury to persons and damage to property and to prevent earth vibrations and atmospheric sounds from exceeding regulatory limits.
- F. When conducting blasting operations, the holder of the permit shall use reasonable precautions, including but not limited to warning signals, flags, barricades or mats as may be required or appropriate to maximize safety.
- G. Blasting operations shall be conducted during daylight hours only, except by permission of the Fire Chief.
- H. No explosive materials shall be intentionally abandoned in any location for any reason, nor left in such a manner that they may easily be obtained by children or other unauthorized persons. All unused explosive materials shall be returned to proper storage facilities.
- I. Explosive materials shall be loaded and used in a manner that is consistent with any recommendations or instructions of the manufacturer for that explosive material.
- J. Transportation, storage and possession of explosive materials in the Town of Newington shall be governed by the New Hampshire Code of Administrative Rules, Chapter Saf-C 1600, Explosives.

§ 202-18 Notification.

- A. Notification of intent to conduct blasting operations shall be published in a local daily newspaper on at least three consecutive days prior to the start of blasting. Said notification shall also be published in the local weekly newspaper at least once prior to the start date of blasting. Notification shall include the area of operations and the name of the company responsible for operations.
- B. Persons intending to conduct blasting operations within the Town of Newington shall submit written notification of such intent to the Chief of the Police and Fire Departments and the Selectmen's office. Said notification shall be made no less than 24 hours prior to the estimated start date of blasting and shall be submitted on the permit forms.
- C. The blaster shall also notify the Newington Fire Department dispatcher no less than 30 minutes prior to each blast. The blaster shall provide:
 - (1) The name of the company conducting the blasting;

Town of Newington, NH Use of Explosive Materials**Page 7 of 9**

- (2) The address of the blasting;
- (3) The time of the blasting; and
- (4) The amount of explosive material to be used.

§ 202-19 Pre-blast surveys.

Prior to conducting any blasting operations, the applicant or their agent shall conduct a pre-blast structural inspection condition survey of all existing structures and conditions on the site, adjacent to the site or in the vicinity of the site at no cost to the property owner or the Town of Newington. This survey shall extend to such structures or conditions as may be affected by the applicant's blasting operations. As a minimum, pre-blast structural inspection condition surveys shall be performed on all structures, including homes, foundations, driveways, roadbeds, swimming pools, wells and mobile homes within 500 feet of the anticipated blasting area. The applicant as well as the owner of the property being surveyed shall sign all such surveys once completed. If an owner refuses to allow for or sign a pre-blast survey form for whatever reason the applicant shall note this on the form. The applicant shall make at least three attempts to notify the owner of the need for such surveys; the last such attempt shall include written notification and the name and contact number of a person that they may contact.

- A. The pre-blast structural inspection condition survey shall consist of a written description of the interior and exterior condition of each of the structures examined. Descriptions shall locate any existing cracks, damage or other defects and shall include such information so as to make it possible to determine the effect, if any, of the blasting operations on the defect. Where significant cracks or damage exist, or for defects too complicated to describe in words, photographs shall be taken. A good quality videotape survey with appropriate audio description of locations, conditions and defects can be used in lieu of a written form. Prior to the start of work, a copy of the pre-blast condition survey shall be submitted to the Fire Chief and the homeowner or occupant.
- B. The individual person conducting the survey shall give written notice to the owner of the property concerned and tenants of the property. The notice shall state the dates on which the surveys are to be conducted. Copies of all notices shall also be provided to the Fire Chief.

§ 202-20 Blasting operations.

- A. During the time that holes are loaded or are being loaded with explosives, blasting agents or detonators, the blast site shall be barred to all but those authorized personnel engaged in the drilling and loading operations or otherwise authorized to enter that site. The blast site shall be guarded or barricaded and posted.
- B. After loading for a blast is completed, and before firing, all excess explosive materials shall be removed from the area and returned to proper facilities.
- C. As soon as practical after all blast holes are connected, prior to connecting to a source of initiation, such as a blasting machine, and until the shot has been fired and subjected to post-blast examination, the blast area shall be guarded or barricaded and posted or flagged against unauthorized entry.

§ 202-21 Warning required.

- A. No blast shall be fired until the blaster in charge has made certain that all surplus explosive materials are in a safe place, all persons and equipment are at a safe distance or under sufficient cover and that an adequate warning signal has been given.
- B. The blaster shall inform the Fire Chief of the method by which a signal is sounded and the type of signal prior to starting blasting operations.

§ 202-22 Supervision of operations.

- A. Loading and firing shall be performed or supervised only by a person possessing an appropriate blaster's permit. (See Article II.)

Town of Newington, NH Use of Explosive Materials

Page 8 of 9

- B. The Fire Chief may, at his discretion, monitor at or near the blast site any blasting operations conducted within the Town of Newington.
- C. If, making the required thirty-minute prior notification (§ 202-18D), the blaster is informed that the blast will be monitored, the blaster shall delay initiation of the shot until such time as the Fire Department representative is in position to monitor the blast.

§ 202-23 Seismographic monitoring.

- A. The Fire Chief may, at his discretion, require that seismographic monitoring be conducted by the blaster for any or all blasts initiated.
- B. The location of seismographic equipment for tests may be determined by the Fire Chief in coordination with the blaster.
- C. The seismographic instrumentation shall, at a minimum, meet the specifications as outlined by the Newington Fire Department. The Chief has the option of requiring that the original seismographic strip chart, digital seismographic data and calibration data be provided.
- D. All seismographic test results shall be made available, in writing, to the Fire Chief upon request. The Chief has the option of requiring that the original seismographic strip be provided.

Article IV: Complaints**§ 202-24 Categories of complaints.**

- A. The Fire Chief shall have the responsibility of coordinating all activities relative to complaints received concerning blasting operations within the Town of Newington.
- B. Complaints received may be grouped into two categories:
 - (1) Complaints of an informational nature or of a nuisance nature relative to blasts.
 - (2) Complaints wherein possible damage is claimed as a result of blasting operations.

§ 202-25 Nuisances.

- A. Complaints of an informational nature or reporting a nuisance factor relating to blasting operations shall be handled by the Fire Chief. The Chief shall contact, in a timely manner, the complainant and attempt to resolve the complaint. In the event that the complainant is not satisfied after contact by the Chief, the Chief shall require the blaster or the blasting company to contact the complainant directly.
- B. If, in the determination of the Fire Chief, sufficient complaints have been received in reference to a specific blasting operation, the Chief may direct such actions as may reduce the possible nuisance factor. Such actions may include but not be limited to reductions in the amounts of explosive materials used, change in the time of the blast initiation and monitoring of blasts by noise level or earth vibration equipment to determine the extent of or existence of the nuisance factor.

§ 202-26 Damage complaints.

- A. Complaints received by the Fire Department which allege damage to property as a result of blasting operations shall be coordinated promptly by the Fire Chief.
- B. The complainant shall be contacted directly by the Fire Chief to ascertain pertinent information relative to the alleged damage.

Town of Newington, NH Use of Explosive Materials**Page 9 of 9**

- C. The complainant shall also receive written instructions outlining the procedures to follow in order to seek compensation for possible damage.
- D. The Fire Chief may elect to inspect the alleged damage and shall be authorized to document and/or photograph such evidence as he deems necessary,
- E. If, in the determination of the Fire Chief, the blaster, the blasting company or their insurance representatives are not dealing with the complainant in a satisfactory manner, the Chief may exercise any option provided by the Code, including ordering suspension of blasting operations until such time as a satisfactory resolution is attained.

Adopted by Newington Board of Selectmen

July 20, 2017

University of New Hampshire (UNH)
And
Public Service Company of New Hampshire d/b/a Eversource Energy (Eversource)

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT ("Agreement") is entered into this 25th day of October 2018, between the University of New Hampshire ("UNH"), a component institution of the University System of New Hampshire and Public Service Company of New Hampshire d/b/a Eversource Energy ("Eversource"), collectively (the "Parties"). Eversource and UNH may be collectively referred to herein as "the Parties".

WHEREAS, Eversource is proposing to construct, own, operate and maintain a new 13-mile 115-kV electric transmission line between existing substations in Madbury, New Hampshire and Portsmouth, New Hampshire and to upgrade existing substations (collectively known as the Seacoast Reliability Project (the 'Project')); and

WHEREAS, Eversource has submitted an application for a Certificate of Site and Facility ("Certificate") for the Project to the New Hampshire Site Evaluation Committee ("SEC"); and

WHEREAS, a portion of the Project will be located on the UNH campus ("Project Facilities"); and

WHEREAS, if the Project is granted a Certificate by the SEC, both UNH and Eversource desire that the Project be constructed in a manner that, to the extent practical, minimizes impacts to the environment and disruption to the public, provides reasonable assurance to UNH that construction impacts will be avoided, minimized, and mitigated, and facilitates the use of efficient construction methods; and

WHEREAS, it is in the best interests of UNH and Eversource to maintain an open line of communication regarding the construction of the Project in order to achieve common goals and establish consistent practices in furtherance of such goals; and

WHEREAS, if the Project is granted a Certificate by the SEC, UNH desires that Eversource comply with the following provisions during construction of the Project Facilities; and

WHEREAS, UNH and Eversource desire that the SEC adopt these provisions as conditions and incorporate them into any Certificate it may grant Eversource for the Project;

WHEREAS, UNH, by entering into this Agreement, does not in any way relinquish or compromise its ability to take a position on the Project and/or any conditions which it believes should be included in a Certificate, that are not included in this Agreement;

WHEREAS, over the last four years, Eversource and UNH have worked to address issues that may arise during construction of the Project Facilities;

University of New Hampshire (UNH)
And
Public Service Company of New Hampshire d/b/a Eversource Energy (Eversource)

NOW, THEREFORE, in consideration of the foregoing, UNH and Eversource hereby agree as follows:

I. COMMUNICATIONS

- A. During construction, the UNH Project Manager is invited to attend daily tailboard meetings to be kept informed of expected daily activities and impacted areas on campus. The UNH Project Manager will also be included in weekly status meetings, and will be authorized to stop Project construction on campus if there are safety concerns.

II. CONSTRUCTION OPERATION

- A. Work Hours and Schedule on UNH Property: Construction of the Project Facilities on UNH property will be conducted between the hours of 7:00 am and 7:00 pm, Monday through Saturday. With the exception of the underground construction specified in Article II.B. below which will be permitted to occur between the hours of 7:00 am and 8:00 pm. Construction will not typically be conducted on Sundays or holidays. See Article II.B. for details on Acceleration Schedule. All construction work is to be coordinated with the UNH Project Manager, adhering to an approved reasonable work schedule and will need UNH approval prior to any variation from previously accepted practices.
- B. Underground Construction: Excavation work for underground construction will commence after graduation on May 19, 2019 and will be completed by August 22, 2019. Construction plan details are outlined in the Civil Construction Work Zone (Appendix A). Exceptions to this schedule will be defined by an Acceleration Schedule for UNH (Appendix A). The Acceleration Schedule provides pre-defined scenarios for extended work hours to ensure all construction is completed in 2019. No work or presence will be allowed from August 23, 2019 through August 27, 2019 to accommodate the UNH student move-in schedule. If work is delayed due to SEC permitting delays, or for any other reason, then this schedule shall apply to 2020 or later based on the UNH graduation and move-in schedule.
- C. Duct Bank: Eversource will fund and construct an electrical duct bank within the pipe jacking section crossing Main Street for the future use of UNH alongside the Main Street transmission line duct bank. UNH will fund and Eversource will construct the duct bank for the extent of the underground section from the Main Street crossing and terminating on the South and North ends at the nearest UNH distribution poles. Unit pricing will be made available to UNH to determine if any additional underground duct bank is to be pursued, by UNH, beyond what is financed by the Project.
- D. UNH will install and fund two isolation switches for the ability to alternatively feed sections of campus from the Northern and Southern sections of the

University of New Hampshire (UNH)

And

Public Service Company of New Hampshire d/b/a Eversource Energy (Eversource) underground work to allow Eversource to construct its duct bank. This work is to be reimbursed by Eversource when the Project commences.

1. If any additional work is required to be done to allow the Eversource Project to occur by UNH, it will be reimbursed by Eversource, subject to prior written approval (including by electronic mail) by the Eversource Project Manager in advance of such work being conducted. Eversource shall not unreasonably withhold such prior approval.
 2. If additional work is required due to an emergency on campus or is required due to an accident that is caused by an Eversource contractor, Eversource will reimburse UNH pursuant to paragraph IV.B, *infra*.
- E. The underground portion of the Project Facilities will be built in accordance with the proposed drawings submitted as part of Eversource's Application for a Certificate, and will not impede on the UNH playing fields or surrounding drainage systems. Main Street and the bridge over the Rail Road are both owned and maintained by the Town of Durham.
- F. The underground portion (civil and cable installation) of the Project Facilities will be constructed during the period from May 19 through August 22, 2019. Refer to the details for the plan in the Civil Construction Work Zone (Appendix B). To the extent construction of the Project Facilities is required after August 22, 2019, construction shall only occur from May 17 through August 21, 2020.
- G. For access for the overhead portion of the Project Facilities that traverses UNH property from Route 4 through the campus to Mill Road will be as follows:
- Refer to UNH Access Maps (Appendix C). Structure numbers shown on the plan are: construction # /**permit #** (**bolded**).
- Structures 9/10 → 19/20: The majority of construction access to structures north of A Lot will be from Route 4 and Gables Way to minimize A Lot traffic.
 - Structures 20/21 → 27/28: Construction access to structures in A Lot and south of Main Street will be from A Lot, Colovos Road and Waterworks Road. In order for Eversource to maintain electric supply to UNH, the Parties agree that there are no time of year restrictions for Eversource construction activities at these structures.
 - Structures 28/29 → 29/30: Construction access to these structures will be from Mill Road.
- H. Transmission line structure types will be weathered steel in wooded sections of the Project and galvanized steel for structures 20/21 → 25/26, per the request of UNH.

University of New Hampshire (UNH)

And

Public Service Company of New Hampshire d/b/a Eversource Energy (Eversource)

- I. Tree clearing will result in production of logs and chips. Logs will be trucked to a location on UNH property chosen by the UNH forester, or be trucked off-site, as directed by the UNH Project Manager.
- J. Eversource may remove danger trees adjacent to the Project corridor on UNH property. Removal of danger trees will be subject to review and acceptance by the UNH Forester prior to any removals.
- K. Blasting at UNH is acceptable for the construction on the UNH property. Eversource will retain a licensed blasting contractor, who will perform the amount of blasting required. A blasting plan with vibration monitoring will be provided to UNH. The handling, storage, sale, transportation, and use of explosive materials shall conform to all state and federal rules and regulations, including but not limited to NH RSA 158 et seq. and NH Code Admin R. Saf-C 1600, et seq.

III. ACCESS

- A. Eversource and the UNH Project Manager will work together to ensure safe pedestrian travel paths are created and maintained for the duration of construction of the Project Facilities.
- B. Prior to the start of construction of the Project Facilities, Eversource will have a signed and recorded easement for both temporary and permanent access on UNH property.
- C. Between May 19 through August 22, 2019, access will be limited in the area of A Lot and south of Route 4 for the parking area at the Gables and shall be coordinated with the UNH Project Manager. Before May 19 or after August 22, the access for heavy duty vehicles will come from Route 4 access paths only (this restriction does not apply to light duty vehicles).
- D. Access to structures south of Mill Road will be allowed from Foss Farm Road and Water Tower access paths. See attached UNH Access Maps (Appendix C).
- E. Access from Colovos Road to the rear of the UNH field house shall be coordinated with the UNH Project Manager in accordance with the agreed-upon UNH Access Maps (Appendix C).
- F. Access to structures south of the Oyster River will be via UNH-approved pathway on Mill Road.
- G. Memorial trees impeding access by the field house will be relocated as needed by Eversource (per the direction of the UNH Project Manager) prior to construction.
- H. To avoid physical impacts to stone walls, Eversource shall employ the following avoidance and minimization measures, as shown on Appendix D. Physical impacts to 22 of the 24 stone walls intersected by the Project on UNH property shall be avoided by Eversource through the implementation of one or more of the

University of New Hampshire (UNH)

And

Public Service Company of New Hampshire d/b/a Eversource Energy (Eversource) following four measures to include: (a) not traversing the wall, (b) traversing the wall through an existing breach, (c) traversing the wall using timber matting to temporarily bridge over the wall, or (d) placing the work pad on top of timber matting to elevate work pad above the wall. In the case of 2 of the 24 stone walls, WP-6 and WP-11, Eversource will temporarily widen existing breaches in said stone walls to improve access to the Project. These two stone walls will be restored to match pre-construction conditions.

IV. RESTORATION

- A. Eversource will work with UNH Campus Planning staff to establish a reasonable and mutually agreeable vegetation screening plan (including gates and/or fencing). This will include the planting of trees and shrubs of compatible species consistent with the safe operation and maintenance of the new line at the following locations: Gables parking lot ROW access area and the Field House area. This plan is to be reviewed and approved by UNH prior to the start of construction. UNH also reserves the right to add and or modify this plan after construction is complete to insure the restoration effort meets the expectations of UNH.
- B. Eversource will repair and/or replace any utilities impacted by construction of the Project. Any additions to, or modifications of, existing utility systems necessitated by the construction of the Project (i.e. emergency phone at the bottom of the Main Street crossing) will be reimbursed by the Project. Existing UNH electric and communication utilities used by Eversource for the construction of the Project, such as temporary power for the construction trailer, will be reimbursed by Eversource to UNH.
- C. Eversource will repair and or replace roadways, parking areas and walkways impacted by construction or heavy vehicle traffic. This will include replacement of base coarse materials as needed. UNH and Eversource will identify the initial limits of this work prior to the start of construction. All roadways, parking areas, and walkway impacted by construction or heavy vehicle traffic will be restored in accordance with UNH's Planning, Design, and Construction Guidelines, Chapter 5, Division 32, Articles 321216 (Jan. 25, 2013 as supplemented on Feb. 26, 2013), 321313 (Jan. 25, 2013), 321400 (Jan. 25, 2013 as supplemented on Feb. 26, 2013), and 321443 (Jan. 25, 2013).

V. RESOLUTION OF DISPUTES UNDER THIS AGREEMENT

- A. The Parties agree to work in good faith to reasonably and mutually resolve any and all disputes arising under this Agreement. If such disputes cannot be resolved, the Party or Parties may submit the disagreement to the SEC Administrator for resolution. The Parties agree that the SEC Administrator's decision on any unresolved disputes under this Agreement shall be final.

University of New Hampshire (UNH)

And

Public Service Company of New Hampshire d/b/a Eversource Energy (Eversource)

Appendices:

Appendix A: Acceleration Schedule for UNH

Appendix B: Civil Construction Work Zone

Appendix C: UNH Access Maps


Appendix D: Stonewall List and Maps

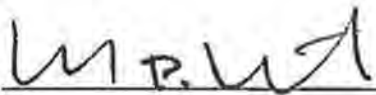
University of New Hampshire (UNH)
And
Public Service Company of New Hampshire d/b/a Eversource Energy (Eversource)
Respectfully Submitted,

Public Service Company of New
Hampshire d/b/a Eversource Energy

University of New Hampshire
Vice President, Finance and Administration

Christopher D. Clement

By: 
Name: Kenneth Bower
Title: VP ISO Policy, Siting
Date: 10/25/2018

By: 
Christopher D. Clement
VP Finance and Administration
Thompson Hall
Main Street
Durham, NH 03824
(603)862-2232
christopher.clement@unh.edu

STONE WALL – MAP SHEET REFERENCE TABLE

| Stone Wall ID | Appendix D Map Sheet Number |
|----------------------|------------------------------------|
| WP-2 | 1 |
| WP-3 | 5 |
| WP-4 | 5 |
| WP-4A | 6 |
| WP-4B | 6 |
| WP-4C | 6 |
| WP-4D | 6 |
| WP-4E | 6 |
| WP-5 | 6-7 |
| WP-6 | 7 |
| WP-7 | 7 |
| WP-8 | 7 |
| WP-8A | 7 |
| WP-8B | 8 |
| WP-8C | 8 |
| WP-8D | 8 |
| WP-8E | 7-8 |
| WP-8F | 7-8 |
| WP-8G | 7-8 |
| WP-8H | 7 |
| WP-9 | 7 |
| WP-9A | 7 |
| WP-10 | 7 |
| WP-11 | 9 |
| WP-12 | 9 |



Parcel boundary and owner data were acquired from municipal databases as of October 2017.

The boundaries for the historic sites are from GRANIT. For a more precise depiction of historic site boundaries see the NH DHR Project Area Form in Appendix 10.

Service Layer Credits: Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri

Date : 5/11/2018

Drawn By: dpelletier

Project No: 22860.003

Town Boundary

Approximate Parcel Boundary

PSNH Fee Area

Project Corridor

Work Pad

Roads

Local

Not Maintained

Private

State

Railroad

Existing Str (Remain)

Existing Str (Removed/Modified)

Access Roads

Underground Cable

Silt Curtain

Silt Fence, Hay Bale, Erosion Control Mix Berm

Straw Wattle

Wetland

Prime Wetland

Wetland Impact (PERM)

Wetland Impact (TEMP)

Wetland Number & Cover Type

Stream Centerline

Stream Top of Bank

Temporary Culvert

Stonewall alignment

Temporary Mat Bridge

NH DOT Right-of-way

Historical Sites

Designated River Buffer 250'

Conservation Lands

100 Year Floodplain

F107-107 Permitting Structure #s

F107-107 Proposed Structure #s

Structures

Direct Embed

Drilled Pier

Relocated Distribution

Steep Slope BMPs

Tree Clearing

Stream Buffer

2ft Contour

Tidal Buffer Zone

Highest Observable Tide Line/Reference Line (4ft Contour)

Mean Lower Low Water

Historic District

075150300

Feet

1 inch = 150 feet

EVERSOURCE

ENERGY

Seacoast Reliability Project

UNH Stone Wall Maps

9/1/2017

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Map 4 of 9



Parcel boundary and owner data were acquired from municipal databases as of October 2017.

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LL#

Date : 5/11/2018

Drawn By: dpelletier

Project No: 22860.003

Town Boundary

Approximate Parcel Boundary

PSNH Fee Area

Project Corridor

Work Pad

Roads

Local

Not Maintained

Private

State

Railroad

Existing Str (Remain)

Existing Str (Removed/Modified)

Access Roads

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Silt Curtain

Silt Fence, Hay Bale, Erosion Control Mix Berm

Straw Wattle

Wetland

Prime Wetland

Wetland Impact (PERM)

Wetland Impact (TEMP)

Wetland Number & Cover Type

Stream Centerline

Stream Top of Bank

Temporary Culvert

Stonewall alignment

Temporary Mat Bridge

NH DOT Right-of-way

Historical Sites

Designated River Buffer 250'

Conservation Lands

100 Year Floodplain

Permitting Structure #s

Proposed Structure #s

Structures

Direct Embed

Drilled Pier

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Tree Clearing

Stream Buffer

2ft Contour

Tidal Buffer Zone

Highest Observable Tide Line/Reference Line (4ft Contour)

Mean Lower Low Water

Historic District

North Arrow

Scale

1 inch = 150 feet

Map

Map

EVERSOURCE ENERGY

NORMANDEAU ASSOCIATES Environmental Consultants

Seacoast Reliability Project

UNH Stone Wall Maps

SARAH O. ALLEN No. 083 CERTIFIED WETLAND SCIENTIST

9/1/2017

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Parcel boundary and owner data were acquired from municipal databases as of October 2017.

The boundaries for the historic sites are from GRANIT. For a more precise depiction of historic site boundaries see the NH DHR Project Area Form in Appendix 10.

Service Layer Credits: Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri

Drawn By: dpelletier

Date: 5/11/2018

Project No: 22860.003

Town Boundary

Approximate Parcel Boundary

PSNH Fee Area

Project Corridor

Work Pad

Roads

Local

Not Maintained

Private

State

Railroad

Existing Str (Remain)

Existing Str (Removed/Modified)

Access Roads

Underground Cable

Silt Curtain

Silt Fence, Hay Bale, Erosion Control Mix Berm

Straw Wattle

Wetland

Prime Wetland

Wetland Impact (PERM)

Wetland Impact (TEMP)

Wetland Number & Cover Type

Stream Centerline

Stream Top of Bank

Temporary Culvert

Stonewall alignment

Temporary Mat Bridge

NH DOT Right-of-way

Historical Sites

Designated River Buffer 250'

Conservation Lands

100 Year Floodplain

F107-107 Permitting Structure #s

F107-107 Proposed Structure #s

Structures

Direct Embed

Drilled Pier

Relocated Distribution

Steep Slope BMPs

Tree Clearing

Stream Buffer

2ft Contour

Tidal Buffer Zone

Highest Observable Tide Line/Reference Line (4ft Contour)

Mean Lower Low Water

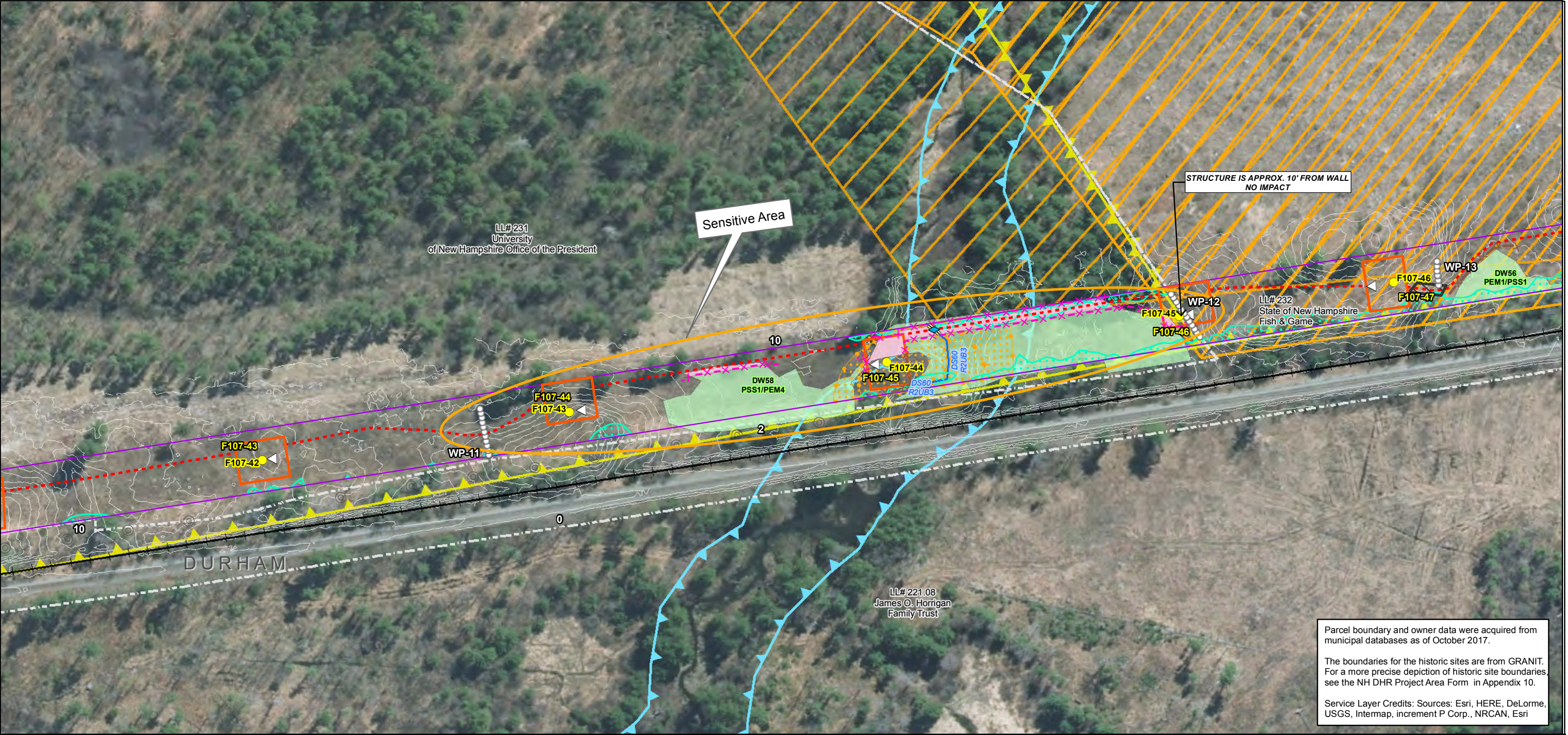
Historic District

Seacoast Reliability Project

UNH Stone Wall Maps

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Map 8 of 9



Parcel boundary and owner data were acquired from municipal databases as of October 2017.

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Service Layer Credits: Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri

| | | | | | | | | |
|---|-----------------------------|--|----------------------------------|--|-------------------|---|----------------------|---|
| Date : 5/11/2018 Drawn By: dpelletier Project No: 22860.003 | Town Boundary | Existing Str (Remain) | Stream Centerline | 0 75 150 300 Feet 1 inch = 150 feet | | | | Seacoast Reliability Project UNH Stone Wall Maps 9/1/2017 |
| | Approximate Parcel Boundary | Existing Str (Removed/Modified) | Stream Top of Bank | | | | | |
| PSNH Fee Area | Access Roads | Underground Cable | Temporary Culvert | Stonewall alignment | Steep Slope BMPs | Tree Clearing | Stream Buffer | 2ft Contour |
| Project Corridor | Silt Curtain | Silt Fence, Hay Bale, Erosion Control Mix Berm | Temporary Mat Bridge | NH DOT Right-of-way | Historical Sites | | | |
| Work Pad | Straw Wattle | Wetland | F107-107 Permitting Structure #s | F107-107 Proposed Structure #s | Tidal Buffer Zone | Highest Observable Tide Line/Reference Line (4ft Contour) | Mean Lower Low Water | Historic District |
| Local | Wetland Impact (PERM) | Prime Wetland | | | | | | |
| Not Maintained | Wetland Impact (TEMP) | Wetland Number & Cover Type | | | | | | |
| Private | | | | | | | | |
| State | | | | | | | | |
| Railroad | | | | | | | | |



PROPOSED F107 SINGLE CIRCUIT
START OF ADDITIONAL EASEMENT TO ROUTE 4
STR. 3 - STR. 9
(2100' ±)

ROUTE 4 TO UNH PARKING LOT
STR. 10 - STR. 21
(4400' ±)

Town Boundary

Approximate Parcel Boundary

PSNH Fee Area

Work Pad

Roads

Local

Not Maintained

Private

State

Railroad

2ft Contour

Access Roads

Stonewall alignment

Temporary Culvert

Silt Curtain

Silt Fence, Hay Bale, Erosion Control Mix Berm

Straw Wattle

Temporary Mat Bridge

Stream Centerline

Stream Top of Bank

Wetlands

100 Year Floodplain

Tree Clearing

Structures

Direct Embed

Drilled Pier

Relocated Distribution

Existing Str (Remain)

Existing Str (Removed/Modified)

F107-107 Permitting Structure #s

F107-107 Construction Structure #s

0 75 150 300 Feet

1 inch = 150 feet

EVERSOURCE ENERGY

NORMANDEAU ASSOCIATES
Environmental Consultants

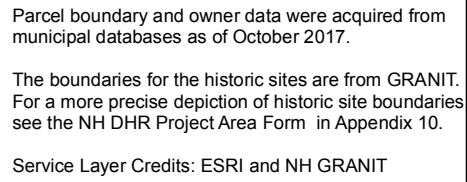
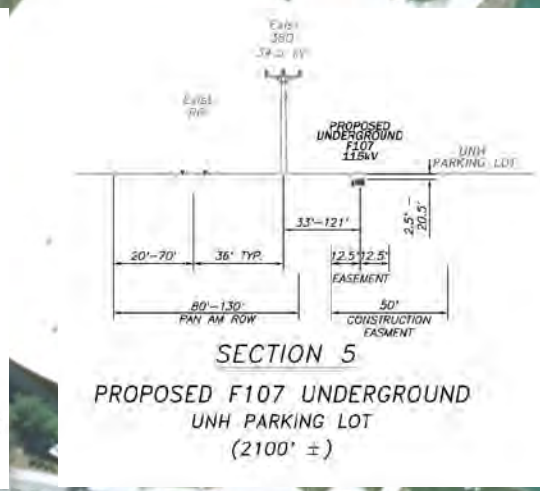
Seacoast Reliability Project

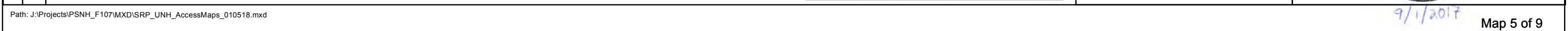
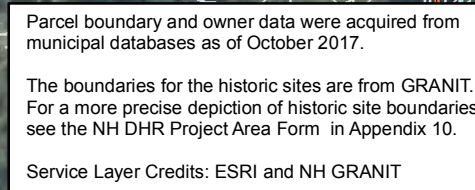
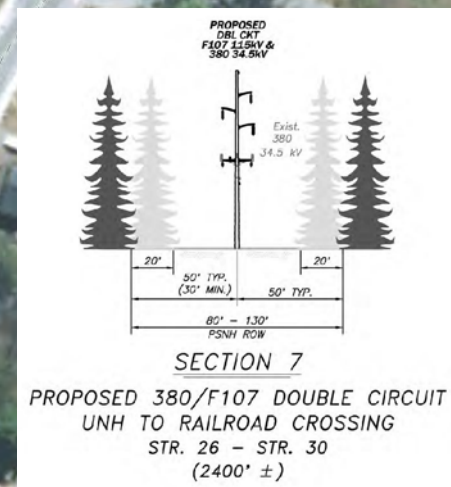
UNH Access Maps

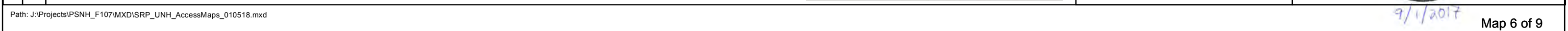
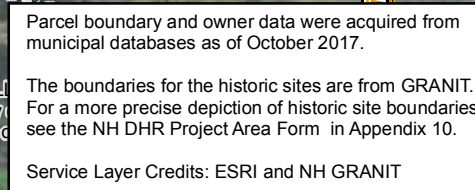
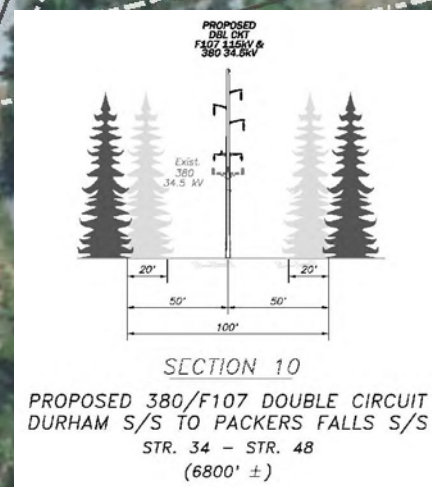
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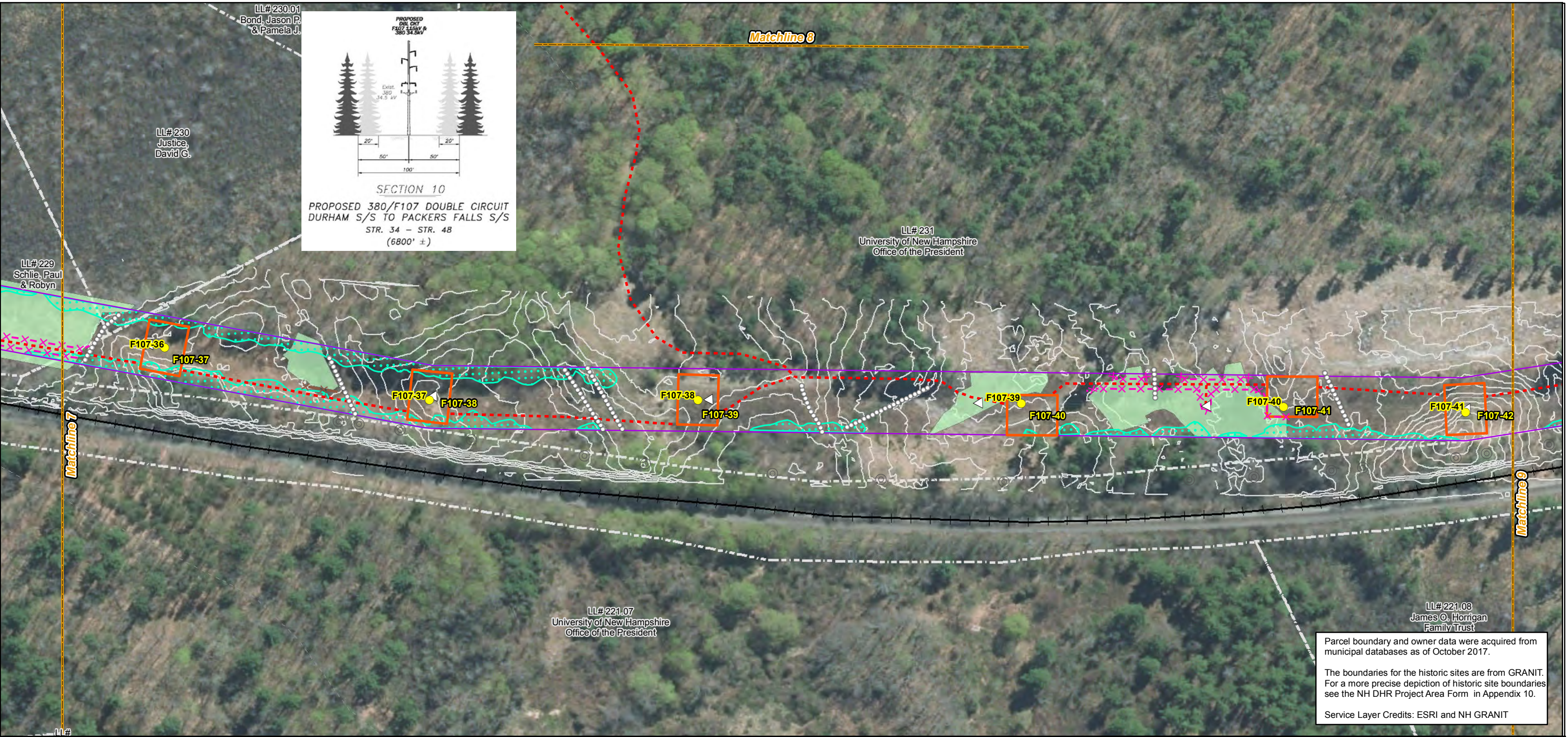
9/1/2017

Map 2 of 9









LL#

Drawn By: dpelletier

Date: 1/8/2018

Project No: 22860.003

Town Boundary

Approximate Parcel Boundary

PSNH Fee Area

Work Pad

Roads

Local

Not Maintained

Private

State

Railroad

2ft Contour

Access Roads

Stonewall alignment

Temporary Culvert

Silt Curtain

Silt Fence, Hay Bale, Erosion Control Mix Berm

Straw Wattle

Temporary Mat Bridge

Stream Centerline

Stream Top of Bank

Wetlands

100 Year Floodplain

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Direct Embed

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Existing Str (Remain)

Existing Str (Removed/Modified)

F107-107 Permitting Structure #s

F107-107 Construction Structure #s

0 75 150 300 Feet

1 inch = 150 feet

EVERSOURCE ENERGY

NORMANDEAU ASSOCIATES
Environmental Consultants

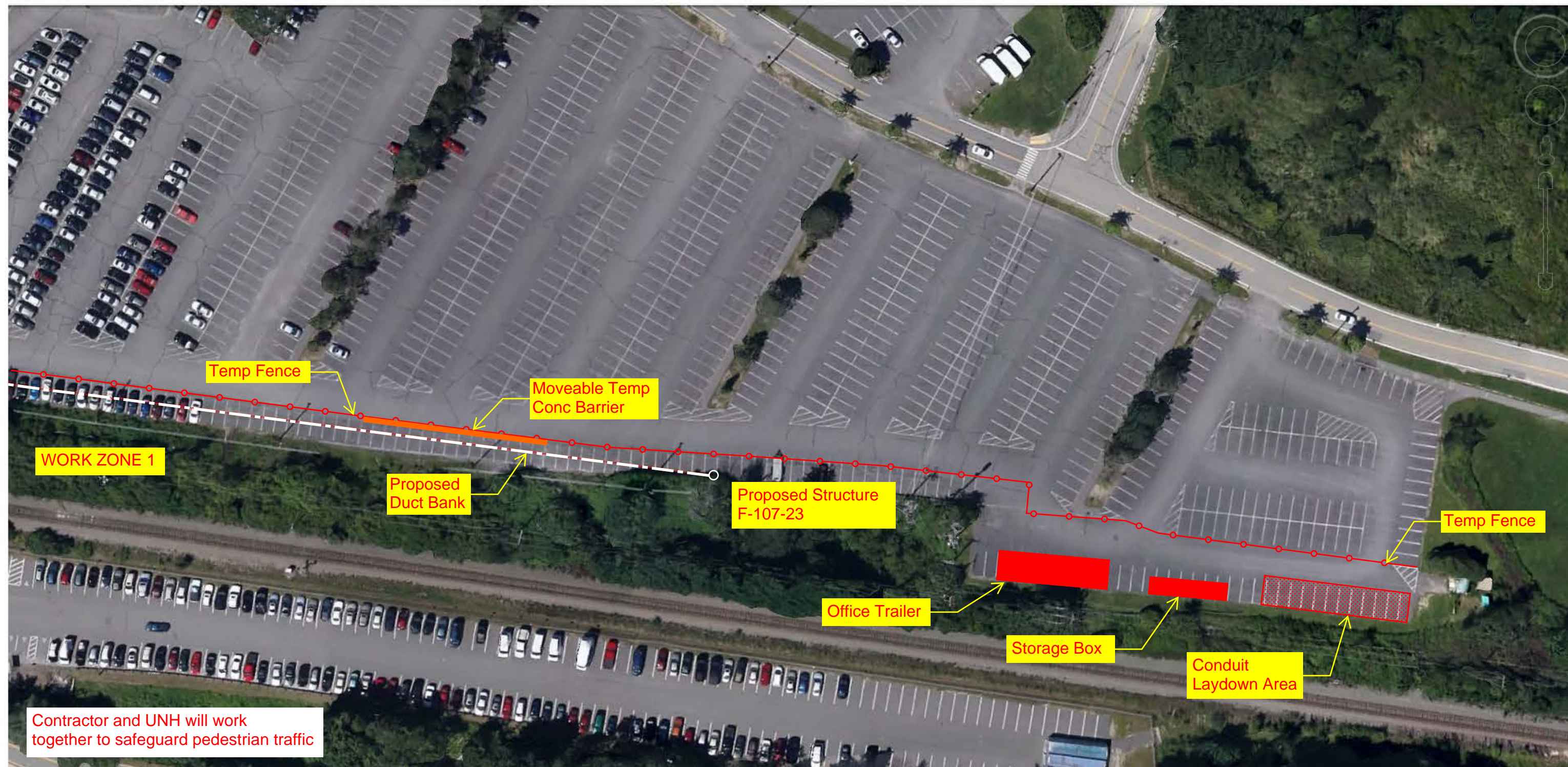
Seacoast Reliability Project

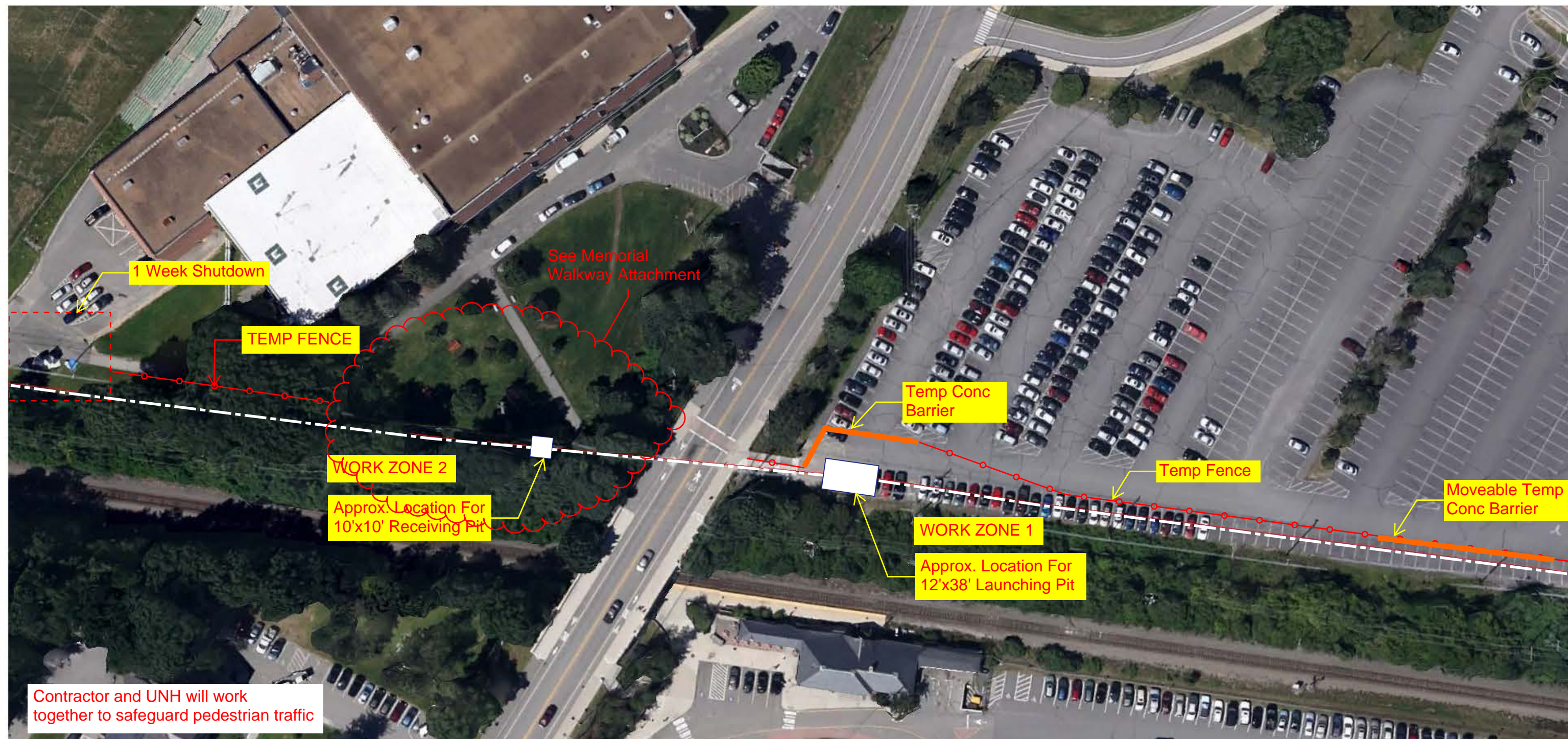
UNH Access Maps

Path: J:\Projects\PSNH_F107\MXD\SRP_UNH_AccessMaps_010518.mxd

9/1/2017

Map 7 of 9





Butter

Electrical Box

Light Pole

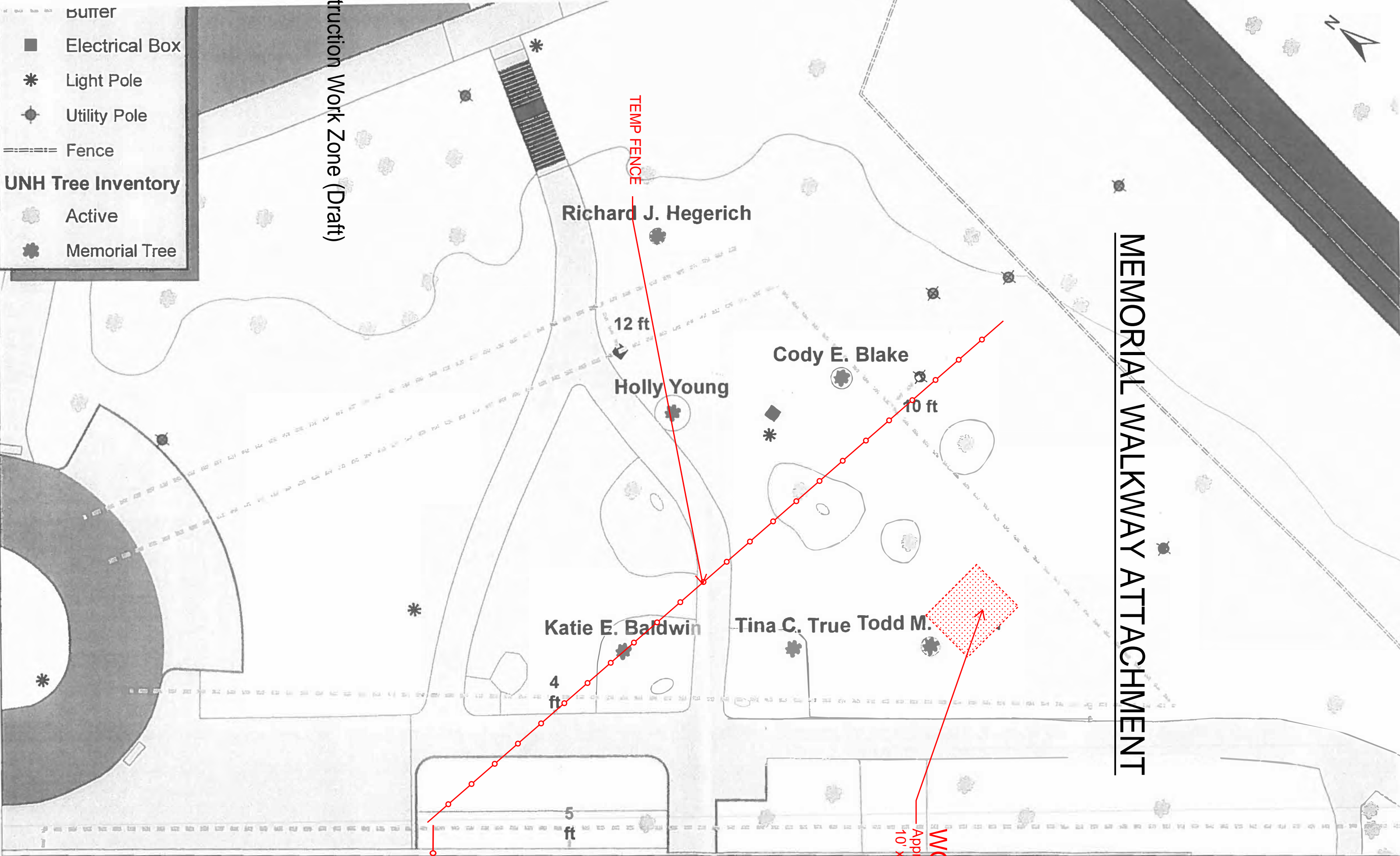
Utility Pole

Fence

UNH Tree Inventory

Active

Memorial Tree

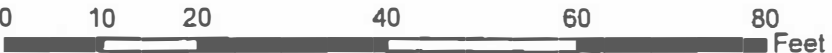


Fieldhouse Memorial Project



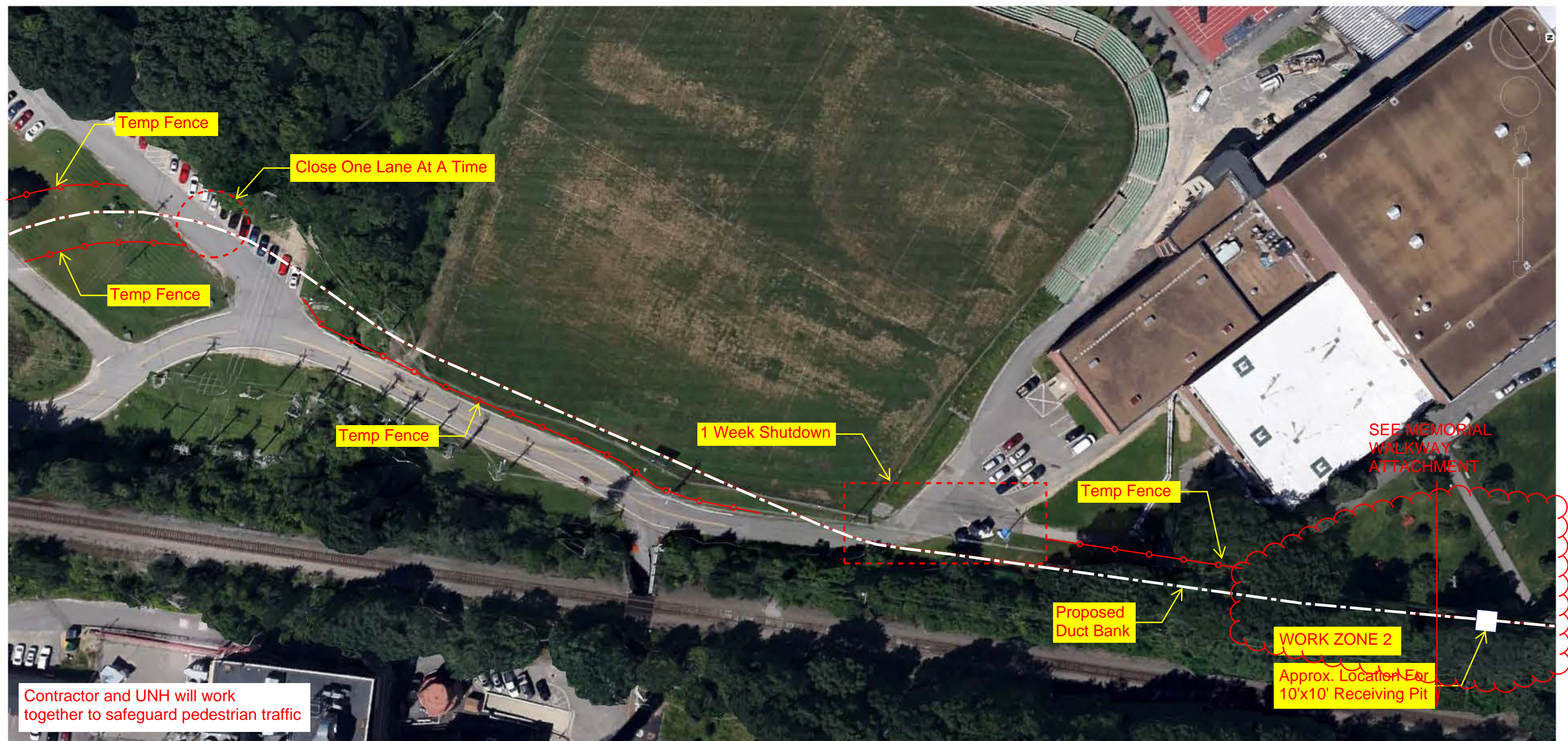
Bench Footprint 3.5' x 10'

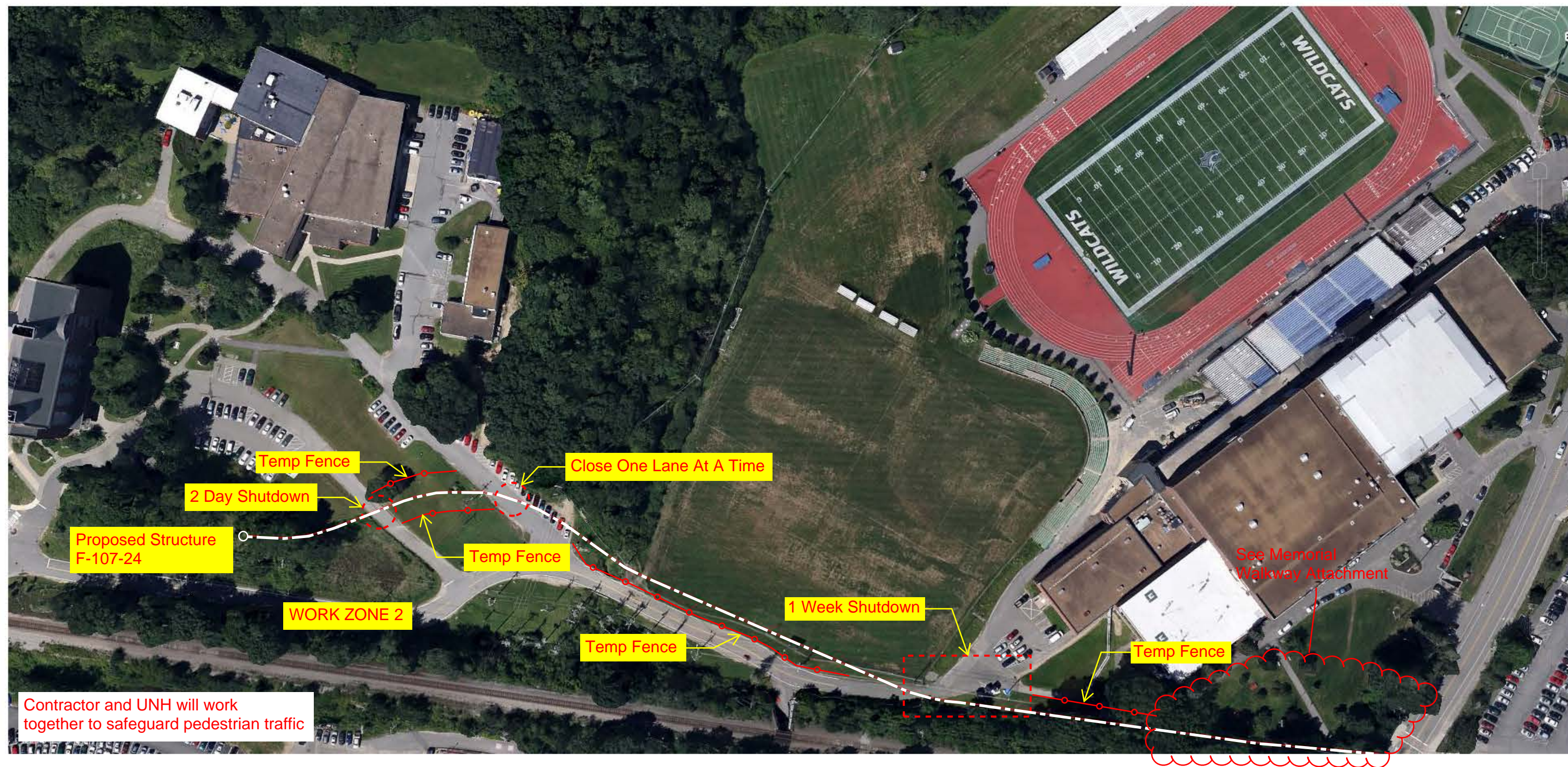
1 inch = 20 feet



WORKZ
Approximate Location
10' x 10' Reception Area

MEMORIAL WALKWAY ATTACHMENT







Appendix A
Seacoast Reliability Project
Acceleration Schedule for UNH

Underground Civil Construction/ Underground Cable Installation

The critical path for the UNH scope of work runs through the micro-tunneling operation. Therefore, all efforts to accelerate the schedule should focus on the trenchless installation. At some point, acceleration of the micro-tunneling operation will shorten its schedule to the extent that the duct bank installation becomes the critical path. McCourt does not believe the duct bank installation will require multiple shifts since they can dedicate additional trenching crews. A weekly status calculation will determine if an increase in work hours are required to ensure scheduled completion. The underground cable installation will begin immediately after the civil work is complete. The installation will include cable installation and testing. The civil duct bank construction and underground cable installation will be completed by August 23, 2019.

This accelerated schedule provides three potential scenarios for increased work hours. The team will utilize variations of these schedules or may include a Saturday work day to progress construction to ensure timely completion.

| SCHEDULE SCENARIOS | WORK HOURS |
|--------------------------|------------------------|
| 1 - Regular Daily Hours | Mon-Fri, 7:00-3:30 |
| 2 - Increase Daily Hours | Mon-Fri, 7:00-5:30 |
| 3 - Double-Shift | "Double-Shift" Mon-Fri |

Schedule 1: Regular Daily Hours

McCourt anticipates needing approximately 70 "work-shifts" to complete the micro-tunneling. A start date after commencement and a finish date of August 10th provide sufficient time to accommodate construction. This schedule McCourt submitted assumes Monday through Friday shifts from 7:00AM-3:30PM.

Schedule 2: Increase Daily Hours

McCourt will identify the need to accelerate progress for the civil construction and implement the daily increase in hours, until the civil work is forecasted to be completed by August 10 or sooner.

Schedule 3: Double Shift

McCourt will identify the need to accelerate progress for the civil construction and implement the second shift increase, until the civil work is forecasted to be completed by August 10 or sooner. Double Shift work hours are not anticipated and would only be implemented under extreme circumstances.

A similar acceleration schedule criterial will apply for the underground cable installation and testing.

OPTION AGREEMENT

This OPTION AGREEMENT (this "Agreement") is dated and effective as of July 26, 2016 among Helen H. Frink, John D. Frink and Sara F. Ryder, as Trustees of The Frink Family Trust of 2004, and Helen H. Frink and John D. Frink, individually, and William H. Ryder and Sara F. Ryder, as Trustees of The Ryder Family Revocable Trust, (all collectively hereinafter, the "Owners" of the Darius Frink Farm at 272 Nimble Hill Road, Newington, New Hampshire 03801), and Public Service Company of New Hampshire, dba Eversource Energy, of 780 North Commercial Street, Manchester, New Hampshire 03101 (the "Option Holder") (Owners and Option Holder sometimes collectively hereinafter, the "Parties").

WHEREAS, Owners desire to grant to Option Holder an option to acquire certain easements upon Owners' property located in Newington, New Hampshire, for power line purposes.

NOW THEREFORE, in consideration of the promises and mutual covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. GRANT OF OPTION; TITLE. Owners grant to Option Holder the exclusive and irrevocable option (the "Option") to purchase (a) a permanent 25 foot wide underground easement for access to and the construction, installation, operation, maintenance, repair and replacement of underground electric transmission lines and equipment, the location of which will be defined by the centerline as-built location of the Option Holder's underground SRP Line (as defined below) as constructed and installed by Option Holder (hereinafter the "Underground Power Line Easement"), (b) a temporary 100 foot wide easement, in the same location as Option Holder's 100 foot wide existing power line easement on the Property (as defined below), for Option Holder's use and benefit for access to and workspace for the construction and installation of the Option Holder's underground SRP Line on the Property, and that portion of the Option Holder's SRP Line on the Property comprising the overhead electric transmission line and overhead-to-underground transition structure and equipment, said temporary easement to expire and automatically be deemed terminated upon completion of the construction and installation thereof, and the SRP Line being placed into service (hereinafter the "Temporary Access and Construction Easement"), (c) a permanent 100 foot by 100 foot square-shaped easement, located abutting the westerlymost boundary line of the Property and extending 100 feet easterly therefrom, for access to and the operation, maintenance, repair and replacement of the Option Holder's SRP Line on the Property comprising the overhead and underground electric transmission line and overhead-to-underground transition structure and equipment, as constructed and installed by Option Holder (hereinafter the "Overhead and Underground Line and Transition Structure Easement"), and (d) a permanent 50 foot wide easement, located 12.5 feet northerly and 37.5 feet southerly of the centerline as-built location of the underground SRP Line, for access to the Underground Power Line Easement and the maintenance, repair and replacement of the Option Holder's underground SRP Line constructed and installed within the Underground Power Line Easement, and for access to the Overhead and Underground Line and Transition

Structure Easement, to and from Nimble Hill Road, for all purposes in the exercise of the Option Holder's rights under said Easement (hereinafter the "Underground Power Line Maintenance Easement") (the said Underground Power Line Easement, Temporary Access and Construction Easement, Overhead and Underground Line and Transition Structure Easement, and Underground Power Line Maintenance Easement being hereinafter referred to collectively as the "SRP Power Line Easements"), on, over, under and across the Owners' land on the northwesterly side of the intersection of Little Bay Road and Nimble Hill Road, identified as Newington Tax Map/Lot Nos. 17-8 and 17-8A, in the Town of Newington, in the County of Rockingham and State of New Hampshire, being the same as Lot #1 and Lot #2 as shown and more particularly described on a certain subdivision plan entitled "Plan of Subdivision of Land of Lydia H. Frink, Newington, N.H.", dated November, 1986, made by David W. Sidmore, L.L.S., recorded in the Rockingham County Registry of Deeds as Plan #D-15967, and being the land acquired by Owners by the following instruments recorded in the Rockingham County Registry of Deeds: Book 2656, Page 1648; Book 2656, Page 1649; Book 4939, Page 2412; and Book 4951, Page 1111; and, under the Probate of Lydia H. Frink, Rockingham County Registry of Probate No. 2007-0687 (the "Property"). The SRP Power Line Easements shall be conveyed free and clear of all liens and encumbrances, except as otherwise provided for in this Agreement. The approximate location of the SRP Power Line Easements on the Property are shown on a preliminary easement plan attached as **Exhibit A**, and the final location shall be based upon final engineering and surveying conducted by Option Holder.

HF
SR
J.F.

2. OPTION PAYMENTS AND OPTION PERIOD. Option Holder shall pay the sum of \$3,187.00 solely to the Owners, payable to the Frink Family Trust, upon execution of this Agreement ("Option Fee") for the exclusive option to acquire the SRP Power Line Easements, upon the Option Holder's exercise of this Option on or before December 31, 2017 ("Option Period"), for the purchase price of \$50,000.00 ("Purchase Price"). Upon receipt by the Frink Family Trust, the Option Fee shall be the property of the Frink Family Trust.

3. EXERCISE OR TERMINATION. Option Holder may exercise the Option by written notice to Owners prior to the expiration date of the Option Period, as set forth in Section 7 ("Exercise Notice"), whereupon this Agreement shall become a binding purchase and sale agreement between Owners and Option Holder, subject to the other terms and conditions of this Agreement. If Option Holder does not timely elect to exercise the Option within the applicable Option Period, this Agreement shall be deemed terminated without further action by the Parties. Option Holder's right to exercise the Option shall, however, be subject to and contingent upon the final approval and issuance by the New Hampshire Site Evaluation Committee to Option Holder of a certificate of site and facility for the construction and operation of Option Holder's Seacoast Reliability Project new 115 kV electric power transmission line (the "SRP Line") in an underground and overhead configuration along and within Option Holder's already existing power line easement on the Property.

4. CONDITION OF TITLE; EXAMINATION. Option Holder may examine title to the Property at its expense. Prior to the expiration of the Option Period, Option Holder

shall notify Owners of any liens, encumbrances or title defects which render title unmarketable, and Owners shall have thirty (30) days to remove or cure said issues at Owners' expense. If the Owners cannot remove or cure said issues, then Option Holder shall have the right to terminate this Agreement, or may agree with Owners to extend such period on such terms as the Parties shall then agree. Any such lien or encumbrance may be adequately cured or removed by a subordination or proposed subordination thereof to the SRP Power Line Easements.

HR
HF
J.F.

5. OWNERS' ASSISTANCE. (a) Owners shall provide reasonable assistance requested by Option Holder, including providing Owners' documents regarding the Property and providing other reasonable information pertaining to the Property and all applications by Option Holder for siting approval of Option Holder's proposed SRP Line and other necessary and related permits and governmental approvals. Option Holder shall reimburse Owners for all reasonable expenses incurred by Owners pursuant to this Section.

(b) Owners and Option Holder acknowledge that a portion of the Property intended to be the location of the SRP Power Line Easements is currently encumbered by a certain Conservation Easement Deed dated July 22, 2005, recorded in the Rockingham County Registry of Deeds at Book 4517, Page 2431 and depicted on Plan #D-32177 recorded in said Registry of Deeds (the "Conservation Easement"). Option Holder's right to exercise the Option shall be subject to and contingent upon Owners and Option Holder jointly obtaining such notifications, approvals and/or amendments as shall be necessary or required under the Conservation Easement, and any and all laws and regulations applicable thereto, for the execution and delivery of the SRP Power Line Easements by Owners to Option Holder subject to the applicable terms, conditions, limitations and restrictions of the Conservation Easement, and of the rights and interests of all grantees, beneficiaries and interest holders therein as are acceptable to Option Holder. Owners and Option Holder agree to act with due diligence and in good faith to mutually cooperate with and assist each other with jointly obtaining all such notifications, approvals and/or amendments as shall be necessary or required to satisfy this contingency, prior to the expiration of the Option Period. Notwithstanding any other provisions of this Agreement, a closing hereunder shall be conditioned upon the satisfaction of this contingency in a manner mutually acceptable to both parties. For the purposes of carrying out this provision, Option Holder and its experts and consultants shall have the same rights of access to the Property, and the same obligations pertaining thereto, as set forth in Section 8 of this Agreement below.

6. CLOSING. Closing shall be held within thirty (30) days following the date of the Exercise Notice. The Parties shall cooperate to arrange a mutually convenient date, time and place for closing. Owners shall convey and deliver the Easement Deed in the form of **Exhibit B**, and the Option Holder shall pay the Purchase Price to the Owners, payable to the Frink Family Trust, in immediately available funds. The Option Fee paid in accordance with Section 2 shall not be applied against payment of the Purchase Price due at Closing. The Parties shall each pay their own closing costs, including their respective share of the New Hampshire real estate transfer tax. Recording costs for the Easement Deed and any necessary subordination agreements shall be paid by Option Holder; Owners shall be responsible for the recording costs of any documents necessary to convey clear and

marketable title to the SRP Power Line Easements.

7. MANNER OF NOTICE. Any notice required or permitted to be given by this Agreement shall be given by mailing, by overnight mail delivery service, or by delivering in person a written notice as follows:

A. Notice to the Owners: John D. Frink, 272 Nimble Hill Road, Newington, NH 03801; Helen H. Frink, 24 Clark Road, South Acworth, NH 03607; Sara F. Ryder, 6735 Allview Drive, Columbia, MD 21046

With a copy to: Franklin C. Jones, Esquire, Wensley & Jones, P.L.L.C., 40 Wakefield Street, Rochester, NH 03867

B. Notice to the Option Holder: PSNH/Eversource, 780 North Commercial Street, Manchester, NH 03101, Attn: E.N. Snyder, Real Estate

Notice is effective when received or delivered.

8. ACCESS TO THE PROPERTY. Upon execution of this Agreement and payment to the Frink Family Trust of the Option Fee, the Owners grant immediate access to the Option Holder and its employees, agents, representatives and contractors to enter on the Property during the entire time this Agreement is in effect to conduct site surveys, investigations, environmental assessments, inspections, appraisals, and all other activities related to the siting and development of the SRP Line and acquisition of the SRP Power Line Easements. Option Holder shall provide Owners with at least twenty- four hours advance notice of any entry onto the Property; notice may be oral or by telephone or U.S. postal mail. Any work upon the Property by Option Holder shall be at Option Holder's cost, and Option Holder shall restore the Property to as close as reasonably possible its previous condition following any such work.

9. EXCLUSIVE AGREEMENT. This Agreement sets forth the entire agreement of the Parties hereto in respect to the subject manner, superseding all prior agreements, communications and representations. This Agreement can only be amended or terminated by written instrument executed and delivered by the Parties.

10. CHOICE OF LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire.

11. RECORDING IN THE REAL ESTATE REGISTRY. This Agreement shall not be recorded. A separate Notice of Option, in the form attached as **Exhibit C**, specifying the parties, the Property, the SRP Power Line Easements and the Option Period, shall be signed by the Parties at the same time as the signing of this Agreement, and may be thereafter recorded by Option Holder in the Rockingham County Registry of Deeds at Option Holder's expense.

12. REMEDY; SPECIFIC PERFORMANCE. The Parties agree that Option

Holder's ability to acquire the SRP Power Line Easements upon the Property is essential to completion of the SRP Line. If Owners breach this Agreement, Owners agree and acknowledge that Option Holder shall suffer irreparable harm for which no remedy at law is adequate. Accordingly, Option Holder shall be entitled to injunctive relief and specific performance of this Agreement, free of any requirement for a bond or other security, in addition to a return of all Option Fees paid.

13. ASSIGNMENT. This Agreement and Option may be assigned by Option Holder without the prior consent of Owners.

14. ADDITIONAL AGREEMENTS. The Easement Deed to be conveyed shall include and be subject to the following conditions:

- (a) Owners may continue to use the strip of land subject to the SRP Power Line Easements granted hereby for all purposes which do not interfere with the Option Holder's use of the SRP Power Line Easements, including agricultural uses and the crossing over the easement area with heavy equipment provided such equipment is in compliance with OSHA standards and does not exceed American Association of State Highway and Transportation Officials (AASHTO) HS-20 design loadings. Owners will submit any requests for any improvements or facilities proposed for placement within Option Holder's SRP Power Line Easements to the Option Holder for prior approval. Requests will need to comply with the Option Holder's applicable standards for installation, maintenance and safety procedures required for the placement or maintenance of improvements or facilities in proximity of Option Holder's lines, facilities and equipment.
- (b) Option Holder's agreement upon completion of the overhead and underground electric transmission lines, structures and equipment pursuant to the SRP Power Line Easements to remove at Option Holder's expense the existing distribution line and poles currently on Owners' Property and to relinquish and terminate by recordable instrument any rights to maintain a transmission line or lines on Owners' Property which Option Holder acquired under easement deed of Harold R. Frink to New Hampshire Electric Company dated January 31, 1953 recorded at the Rockingham County Registry of Deeds at Book 1274, Page 336 and/ or under Easement deed of the United States of America to New Hampshire Electric Company dated July 11, 1955 recorded in said Registry at Book 1363, Page 285.
- (c) Option Holder acknowledges that the so-called Darius Frink Farm, as part of the Newington Center Historic District listed on the National Register of Historic Places is protected under Section 106 of the National Historic Preservation Act. Furthermore, the Darius Frink Farm is protected by a Permanent Agricultural Easement listed as #984663 in the USDA National Conservation Database, and held by the Rockingham County Conservation District pursuant to a Conservation Easement Deed recorded at Book 4517, Page 2431 of the Rockingham County Registry of Deeds. Therefore the underground portion of the SRP Line will be installed with a minimum 4 feet deep cover of native backfill material over the duct bank and other engineered material for the agricultural area, starting approximately 400 feet east of the riser structure location to the west side of Nimble Hill Road.

- (d). No agricultural soils within the Conservation Easement area shall be disturbed, excavated, removed or replaced by the Option Holder except in accordance and in compliance with all of the terms, conditions and restrictions of a soil management plan to be mutually agreed upon in writing by the Option Holder and the Rockingham County Conservation District, (RCCD) consistent with the protection and preservation of the agricultural values of such soils.
- (e). A soil scientist shall review and monitor the conditions of fields and soils, determined by mutual agreement and monitoring plan. *STR*
- (f). The Option Holder shall coordinate access to the SRP Power Line Easements with the Owners so as to minimize disruption of agricultural activities, and agrees to reasonable and appropriate compensation to Owners in the amount of \$4,000.00, payable to John D. Frink, at time of closing, for crop loss incurred by the construction of the project. The location of surface markings, equipment, or structures will be coordinated to minimize the interference with agricultural activities. *HF*
- (g). During construction of the underground SRP Line, the Option Holder will take reasonable steps to control the spread of invasive plants such as pokeweed, Japanese Knotweed, purple loosestrife and yellow rattle.
- (h). The Option Holder has been informed of the presence of PFOA and PFOS contaminants in the wetlands and will follow all guidelines of the EPA and NHDES to prevent the spread of these contaminants.
- (i). Any areas of Owners' property disturbed or damaged by Option Holder, its employees, representatives, agents or contractors, will be promptly repaired or restored, at Option Holder's sole cost and expenses, to as close as possible to the conditions existing prior to such damage or disturbance.
- (j). This conveyance shall include the Option Holder's right, upon giving due notification to the Owners regarding the time and means to be used, to clear and keep clear the SRP Power Line Easements of all trees and underbrush, to remove all structures or obstructions which are found within the limits of the said SRP Power Line Easements, and to pass and repass on, over and across the said SRP Power Line Easements for all of the above.
- (k). The Owners for themselves and their heirs, executors, administrators, successors and assigns, covenant and agree to and with the Option Holder, its successors and assigns, that they will not erect or maintain any building or other structure, or permit the erection or maintenance of any building or other structure of any kind or nature upon the SRP Power Line Easements, or change the existing grade or ground level of the SRP Power Easements by excavation or filling.

- (l). Option Holder agrees to hold harmless, and indemnify the Owners from and against any and all claims, actions, damages, demands, judgments, losses, suits, costs and expenses, including, without limitation, reasonable attorneys' fees, for any bodily injury or damage to persons or property caused by or arising out of any act or omission of Option Holder, its employees, representatives, agents or contractors while entering upon or conducting activities upon Owners' property pursuant to the SRP Power Line Easements. *STR*
- (m). Option Holder will provide as-built drawings by a licensed surveyor to the Owners including a recordable plan with metes and bounds and a legal description for the SRP Power Line Easements. Warning tape will also be placed in the trench as an indicator of the underground lines and equipment in the case of unauthorized future digging in the corridor. *HF J.F.*
- (n). Option Holder agrees to a restriction against assignment or transfer of its rights to companies for gas pipeline purposes. All communication lines, and/or lines for the transmission of signals, data or other intelligence installed or constructed pursuant to the SRP Power Line Easements may be used solely for or in connection with electric utility system operations and maintenance, and are not permitted to be transferred or used for any third party telecommunications use or gas transmission purpose at any time.
- (o). Any and all rights of the Option Holder hereunder shall terminate and be deemed permanently extinguished, without further notice or action required by either party, if the installation and construction of the Option Holder's SRP Line has not been commenced within the SRP Power Line Easements by no later than ten (10) years after the date of the recording of this Easement Deed in the Rockingham County Registry of Deeds.

EXECUTED by the undersigned Owners and the Option Holder as of the date first above written.

Owners:

The Frink Family Trust of 2004

Helen H. Frink

Helen H. Frink, Trustee

Sara F. Ryder

Sara F. Ryder, Trustee

John D. Frink T.I.E.E.

John D. Frink, Trustee

Helen H. Frink
Helen H. Frink, individually

John D. Frink
John D. Frink, individually

The Ryder Family Revocable Trust

William H. Ryder, Trustee
William H. Ryder, Trustee

Sara F. Ryder
Sara F. Ryder, Trustee

Option Holder:

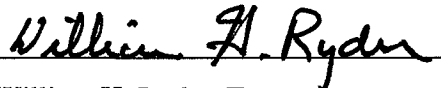
Public Service Company of New Hampshire
dba Eversource Energy

By: Theresa M. Feuersanger
Theresa M. Feuersanger
Title: Supervisor, T&D Right of Way

Helen H. Frink, individually

John D. Frink, individually

The Ryder Family Revocable Trust

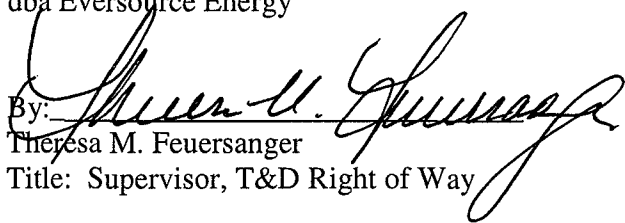

William H. Ryder, Trustee

Sara F. Ryder, Trustee

Option Holder:

Public Service Company of New Hampshire
dba Eversource Energy

By:


Theresa M. Feuersanger

Title: Supervisor, T&D Right of Way



Eugenia N. Snyder
Right of Way Specialist
780 N. Commercial Street
Manchester, NH 03101

PO Box 330
Manchester, NH 03105

March 15, 2018

Leonard A. Lord, PhD, CSS, District Manager & Natural Resource Scientist
Rockingham County Conservation District
110 North Road
Brentwood, New Hampshire 03833

In re: Darius Frink Farm

Dear Mr. Lord:

Enclosed please find a completely executed "Memorandum of Understanding Seacoast Reliability Project Soil Management Plan Darius Frink Farm" for your records.

If you have any questions or concerns, do not hesitate to contact either Sandra Gagnon, Senior Project Manager, Siting and Construction Services at 603-634-3181 or Lauren Cote, Associate Specialist, Siting and Construction Services at 603-634-2409.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Eugenia N. Snyder".

Eugenia N. Snyder

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Leonard A. Lord, PhD, CSS, Dist Mgr
Rockingham County Conservation Dist
110 North Road
Brentwood, New Hampshire 03833



9590 9402 3252 7196 9236 49

2. Article Number (Transfer from service label)

7011 1570 0000 4308 2250

COMPLETE THIS SECTION ON DELIVERY**A. Signature****X**☐ Agent☐ Addressee**B. Received by (Printed Name)****C. Date of Delivery**

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- | | |
|--|---|
| <input type="checkbox"/> Adult Signature | <input type="checkbox"/> Priority Mail Express® |
| <input type="checkbox"/> Adult Signature Restricted Delivery | <input type="checkbox"/> Registered Mail™ |
| <input type="checkbox"/> Certified Mail® | <input type="checkbox"/> Registered Mail Restricted Delivery |
| <input type="checkbox"/> Certified Mail Restricted Delivery | <input type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Collect on Delivery | <input type="checkbox"/> Signature Confirmation™ |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Insured Mail | |
| <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) | |

**MEMORANDUM OF UNDERSTANDING
SEACOAST RELIABILITY PROJECT
SOIL MANAGEMENT PLAN
DARIUS FRINK FARM**

This Memorandum of Understanding ("MOU") is made and entered into effective January 24, 2018, 2017 ("Effective Date"), by and between Public Service Company of New Hampshire, dba Eversource Energy of 780 North Commercial Street, Manchester, New Hampshire 03101 ("Eversource") and the Rockingham County Conservation District of 110 North Road, Brentwood, New Hampshire 03833 ("RCCD"). Eversource and RCCD are referred to herein collectively as the "Parties" and individually as "Party".

WHEREAS, Eversource is seeking to construct a 115kV electric transmission line known as the Seacoast Reliability Project ("Project") in the Towns of Madbury, Durham and Newington, and in the City of Portsmouth, New Hampshire; and

WHEREAS, a portion of the Project is currently designed to be located on the Darius Frink Farm, at 272 Nimble Hill Road, Newington, New Hampshire 03801 (the "Darius Frink Farm property") within an existing Eversource power line easement; and

WHEREAS, Eversource (designated as the "Option Holder") and Helen H. Frink, John D. Frink and Sara F. Ryder, as Trustees of The Frink Family Trust of 2004, Helen H. Frink and John D. Frink, individually, and William H. Ryder and Sara F. Ryder, as Trustees of The Ryder Family Revocable Trust, (all collectively designated as the "Owners") have entered into an Option Agreement, dated July 26, 2016, for the grant of certain easements by Owners to the Option Holder in order to accomplish the installation of Project underground electric transmission lines and facilities on the Darius Frink Farm property; and

WHEREAS, Section 14(d) of the Option Agreement stipulates: "*No agricultural soils within the Conservation Easement area shall be disturbed, excavated, removed or replaced by the Option Holder except in accordance and in compliance with all of the terms, conditions and restrictions of a soil management plan to be mutually agreed upon in writing by the Option Holder and the Rockingham County Conservation District, (RCCD) consistent with the protection and preservation of the agricultural values of such soils*"; and,

WHEREAS, Eversource and RCCD desire hereby to set forth their mutual agreement and understanding upon all of the terms, conditions and restrictions of a soil management plan for the Darius Frink Farm property

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. The following documents are referenced and attached as part of this MOU:

Updated Soil and Water Investigation and Management Plan Darius Frink Farm Newington, New Hampshire December 15, 2017 prepared by GEI Consultants, Inc. ("GEI) which includes:

Table 1 – Laboratory Testing Results – Soil

Table 2 – Laboratory Testing Results – Groundwater and Surface Water

Table 3 – Water Level Measurements

Table 4 – Hydraulic Conductivity Test Results

Table 5 – Derivation of Soil Screening Levels

Fig. 1 – Site Location Map

Fig. 2 – Project Area Plan

Fig. 3A – Cross Section – Knight's Brook Tributary

Appendix A: Soil and Water Management Plan Eversource Seacoast Reliability Project
Darius Frink Farm Newington, New Hampshire

Attachment A-1: Soil Management Plan for Easement Frink Farm, Nimble Hill Road,
Newington, NH December 15, 2017 prepared by Gove Environmental
Services.

Fig. 1 – Site Location Map

Fig. 2 – Project Area Plan

Fig. 3B – Temporary Stream Crossing Section & Details

Appendix B – Boring and Monitoring Well Installation Logs

Appendix C – Laboratory Test Reports

Appendix D – Groundwater Model Description

2. To preserve agricultural integrity, soils will be excavated, segregated and backfilled, and ground surfaces impacted by construction will be decompacted, seeded and mulched in accordance with the "*Soil Management Plan for Easement Frink Farm, Nimble Hill Road, Newington, NH December 15, 2017*" prepared by Gove Environmental Services, as set forth as Attachment A-1

to Appendix A.

3. Soil samples collected by GEI in August 2016 at sample locations B101(MW), B102(MW) and B103(MW) on the Darius Frink Farm property as shown on the Figure 2 Project Area Plan indicate that there are no contaminants at concentrations of concern in soils between Stations 500+00 and 511+00. The data indicates that excess soils in this area are suitable for reuse on site. Nonetheless, Eversource agrees to remove and dispose of all excess soil generated from construction activities on the Darius Frink Farm property offsite, in accordance with the attached GEI *"Soil and Water Investigation and Management Plan Darius Frink Farm Newington, New Hampshire December 15, 2017"*.

4. Concentrations of Perfluorooctanoic Acid (PFOA) and Perfluorooctane Sulfonate (PFOS), collectively referred to as perfluorinated compounds(PFCs), detected in monitoring wells B101(MW), B102(MW) and B103(MW) in September 2016 and June 2017 were below the NHDES Ambient Groundwater Quality Standard (AGQS) of 0.070 µg/L. According to the NHDES Env-Wq 402 regulations, since concentrations of PFCs were below the AGQS, direct discharge of groundwater to the ground surface in an infiltration basin is permissible. Nonetheless, Eversource agrees to recover groundwater from all excavation areas where necessary to facilitate construction and to employ one or a combination of the groundwater management methods as specified in the attached GEI *"Soil and Water Investigation and Management Plan Darius Frink Farm Newington, New Hampshire December 15, 2017"*. These methods include treatment and discharge to surface water under a NPDES Remediation General Permit, or offsite disposal.

5. To facilitate construction for the underground cable, the Knight's Brook Tributary will be temporarily dammed and diverted downstream in accordance with GEI's Figure 3B-Temporary Stream Crossing Section & Details.

6. This MOU sets forth the entire understanding of the Parties regarding the subject matter hereof, and is intended to be a comprehensive treatment of all soil, surface water and groundwater management issues and concerns related to or arising out of Eversource's proposed underground installation of electric transmission lines and facilities on the Darius Frink Farm property in connection with the Project.

7. This MOU shall be binding upon, and shall inure to the benefit of, each of the Parties, and their respective successors and assigns.

8. This MOU may be signed by the Parties in counterparts, each of which shall be considered to be the same instrument.

EXECUTED by the undersigned as of the date first above written.

Rockingham County Conservation District

By: Cynthia W. Smith
Cynthia W. Smith
Its Duly Authorized Chairman

**Public Service Company of New Hampshire
dba Eversource Energy**

By: Theresa M. Feuersanger
Theresa M. Feuersanger
Its Duly Authorized Supervisor, T&D Right of Way

**THE STATE OF NEW HAMPSHIRE
SITE EVALUATION COMMITTEE**

SEC DOCKET NO. 2015-04

**APPLICATION OF NEW HAMPSHIRE PUBLIC SERVICE COMPANY D/B/A
EVERSOURCE ENERGY
FOR A CERTIFICATE OF SITE AND FACILITY**

**APPLICANT’S AND COUNSEL FOR THE PUBLIC’S JOINT PROPOSED DISPUTE
RESOLUTION PROCESS PROCEDURES**

A. Initiation of Dispute Resolution Process

The Dispute Resolution Process may be initiated by an eligible business or property owner (“Applicant”) after the Mitigation Process outlined in Stipulated Proposed Conditions 17-19, including informal resolution, Executive Review, and Mediation, has been completed without satisfactory resolution of the Applicant’s concerns. Initiation of the Dispute Resolution Process is voluntary and at the sole discretion of the Applicant. **Initiation of the Dispute Resolution Process constitutes: (i) waiver of the Applicant’s right to file suit on disputed issues in court; (ii) waiver of the right to appeal the Final Decision of the Dispute Resolution Administrator (the “Administrator”); and (iii) the Applicant’s agreement to hold the Dispute Resolution Process and any Final Decision confidential.** The Dispute Resolution Process may be initiated by filing an application for dispute resolution (“Applications”) with the Administrator on the Application Form as described below.

B. Eligible Applications and Applicants

Any business or property owner asserting harm as a result of the construction or operation of the Project in one of the following enumerated categories is an Eligible Applicant eligible to participate in the Dispute Resolution Process:

1. Physical damage to real or personal property owned by the Applicant
2. Loss of business income by the Applicant
3. Diminution in the value of real property owned by the Applicant
4. Unreasonable interference with access to, or use of, real property owned by the Applicant and/or associated littoral rights, if any

Eligible Applicants may submit Applications until the 2-year anniversary of the Project in-service date. Any Applications submitted after this deadline shall be returned to the Applicant.

C. Filing an Application

Applications shall be filed by Eligible Applicants by submitting an original and one copy of a completed Application Form (Attachment A) signed by the Eligible Applicant or their legal representative to the Administrator, with an additional copy provided to Eversource at nhprojectsinfo@eversource.com. Applications may be accompanied by supplemental information and supporting evidence. Applications may be submitted in paper or electronically.

D. Supporting Evidence

For the enumerated categories of Applications, the following supporting evidence shall be required:

1. *Physical damage to real or personal property*
 - a. Photos of the damaged real or personal property
 - b. Estimate of the cost to repair or replace the damaged property provided under the usual and customary care by a reasonably qualified professional, by a professional licensed dealer, vendor or contractor, or other independent estimate provided or verified by a third-party.
2. *Loss of business*
 - a. Documentation of business interruption, loss of sales or loss of inventory (e.g. number of days closed; percentage reduction in customers served; and/or cancellations)
 - b. Estimate of the associated monetary loss with supporting documentation such as business records, accounting records and/or tax records (e.g. previous year sales for the same period). For alleged losses exceeding \$50,000, business records must be verified by a business accountant and / or tax attorney.
3. *Diminution in the value of real property owned by the Applicant*
 - a. An appraisal of the affected real property indicating the value of the property with and without the existence of the Project performed by an independent, licensed New Hampshire real estate appraiser under USPAP standards.
 - b. Description of the Property prior to the Project and the associated loss of value after Project mitigation and restoration.
4. *Unreasonable interference with access, or use (including noise), of real property owned by the Applicant, and/or associated littoral rights, if any*
 - a. Documentation of the unreasonable interference (e.g., photos of interference; itemization of the duration of interference)

For all Applications the following supporting evidence shall be required:

- 1. Evidence of notification by the Applicant to Eversource regarding the impacts of the project.*
- 2. Evidence that Eversource's mitigation efforts have not addressed the Applicant's Project impacts.*

For any application, other supporting evidence may supplement the required elements above.

E. Administration

1. Within 14 days after receipt of an Application Form, Eversource shall submit an original and one copy of a Response to the Administrator, with a copy provided to the Applicant.
2. Applicant shall have 10 days after receipt of a Response to submit an original and one copy of a Reply to the Administrator, with a copy provided to Eversource. A Reply is allowed, but not required.
3. No later than 14 days after the submission of Eversource's Response, either party may request a hearing before the Administrator. If no request for a hearing is submitted on or before the deadline, the dispute shall be decided by the Administrator on the written submissions. However, should the Administrator determine that a hearing is necessary to adjudicate the dispute, the Administrator may schedule a hearing.
4. Hearings shall be scheduled by the Administrator at time acceptable to the parties. Hearings shall be held in Concord, New Hampshire unless the Administrator and parties mutually agree to an alternative location.
5. At the hearing, each party shall be permitted to present witnesses and evidence. Any witness presenting testimony shall be subject to cross examination by the opposing party.
6. The rules of evidence shall not apply. All relevant evidence shall be admissible at the determination of the Administrator.
7. Any procedural disputes shall be submitted to the Administrator in writing and shall be resolved by the Administrator in a timely fashion, not later than 20 days after submittal.
8. Following a hearing, or after review of the written submissions, the Administrator shall issue a written ruling on each Application ("Decision"). In all cases, the Decision shall document the rationale for the outcome, including the amount of the award, if any. A copy of the Decision shall be submitted to the SEC Administrator.
9. The Administrator shall decide Applications based on the preponderance of the evidence and may apportion damages based on the percent of any loss determined to be caused by the Project.

10. The non-prevailing party shall have 20 days after issuance of a Decision to file a Motion for Reconsideration setting forth any mistakes of facts or law made by the Administrator. If no Motion for Reconsideration is submitted, the Decision shall become final on the 21st day after the Decision was issued.
11. Within 20 days of the submission of a Motion for Reconsideration, the Administrator shall issue a Final Decision and provide a copy to the SEC Administrator.
12. The Dispute Resolution Process and Administrator's decision shall be confidential, shall not be appealable and shall have no precedential effect.
13. The time periods set forth in this Section E may be extended by the Administrator or by mutual agreement of the parties.

F. Notice of Final Decision

Following a Final Decision by the Administrator, any award of damages shall be paid to the Applicant from the Dispute Resolution Fund within 10 business days. Notice of Final Decision shall be filed with the SEC Administrator.

**ATTACHMENT A
SEACOAST RELIABILITY PROJECT
APPLICATION FOR DISPUTE RESOLUTION**

TO: Dispute Resolution Administrator
CC: nhprojectsinfo@eversource.com

This form is submitted to initiate the Dispute Resolution Process established for the Seacoast Reliability Project (SRP) and to present preliminary information to facilitate review by the Dispute Resolution Administrator (Administrator) for use in assessing the application and reaching a final decision resolving the dispute. The Applicant acknowledges that submission of this form does not entitle the Applicant to compensation or other relief. Upon receipt of the completed Application and supporting documentation, the Administrator shall review the Application as provided in the Dispute Resolution Procedures, available at _____, and shall render a Final Decision.

SUBMITTED BY: Applicant

**Applicant's name
(printed):** _____

Mailing address: _____

Home telephone: _____

Type of Loss: _____

Business telephone: _____

Location of Loss: _____

Date of Applicant's Loss: _____

**If applicable,
precise time of loss,
include a.m. or p.m.:** _____

A. For property damage, please provide the following information:

| Description of Loss: make, model #, serial # | Date Purchased | Purchase Price | Repair/ Replacement Cost | Description of the condition of the property immediately prior to loss |
|---|---------------------------|---------------------------|---|---|
| | | | | |
| | | | | |

Attach repair estimates from professional and/or licensed contractors or vendors, documentation that the damaged property is not repairable, evidence of replacement cost, photos and/or other written documentation of your loss.

B. For losses other than Property damage, please provide the following information:

| Description of Loss | Address/Location of Loss | Estimated Value of Loss | Source of Estimated Value of Loss |
|----------------------------|---------------------------------|--------------------------------|--|
| | | | |
| | | | |

Attach pre and post Project photos, reports, financial data, business data, pre and post appraisal reports, estimates from professional and/or licensed contractors or vendors, and/or other written documentation, as applicable, that supports the loss.

- C. Have you made any previous attempts to notify Eversource of your loss ? _____. If Yes, please provide documentation or other evidence of the notification that you made to Eversource regarding the loss.

- D. Have you worked with representatives of Eversource to explore mitigation of the impacts associated with SRP? _____. If Yes, please describe the reason that Eversource’s mitigation efforts were not successful in avoiding or mitigating the loss, and provide any supporting documentation or evidence.

By signing and submitting this Application Form, the Applicant expressly acknowledges and agrees that Applicant:

- (i) waives Applicant’s right to file suit on disputed issues in court;*
- (ii) waives the Applicant’s right to appeal the Final Decision of the Administrator; and*
- (iii) agrees to hold the Dispute Resolution Process and any Final Decision confidential.*

Please send this signed and completed Application for Dispute Resolution Form and required documentation supporting the claim to the Administrator, with a copy to Eversource at NHProjects@Eversource.com. The Administrator may request additional information, schedule a hearing and make a Final Decision as provided in the applicable Dispute Resolution Procedures.

By signing below, I certify that the information provided within is true to the best of my knowledge, information and belief.

Your signature: _____ Date: _____

Title or relationship to Applicant: _____